

THE HONORABLE MARSHA J. PECHMAN

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE**

FRASER CONSTRUCTION COMPANY,  
INC.; SOUND RENOVATION LLC;  
KUHL'S CONTRACTING; PROCRAFT  
EXTERIORS INC.; and PK MORIN  
ENTERPRISES INC. dba ROOF LIFE OF  
OREGON, individually and on behalf of  
all others similarly situated,

Plaintiffs,

v.

CEDAR SHAKE & SHINGLE BUREAU,  
a Washington nonprofit corporation;  
WALDUN FOREST PRODUCTS  
PARTNERSHIP, a British Columbia  
partnership; WALDUN FOREST  
PRODUCTS, LTD., a British Columbia  
corporation; WALDUN FOREST  
PRODUCTS SALES, LTD., a British  
Columbia corporation; ANBROOK  
INDUSTRIES LTD, a British Columbia  
corporation; and G&R CEDAR LTD., a  
British Columbia corporation,

Defendants.

CASE NO. 2:19-CV-451-MJP

**RESELLER INDIRECT  
PURCHASER PLAINTIFFS'  
CONSOLIDATED SECOND  
AMENDED CLASS ACTION  
COMPLAINT**

**JURY DEMAND REQUESTED**

**RESELLER INDIRECT PURCHASER PLAINTIFFS'  
CONSOLIDATED SECOND AMENDED CLASS ACTION  
COMPLAINT (NO. 2:19-CV-451-MJP) - i**

LAW OFFICES OF  
McNAUL EBEL NAWROT & HELGREN PLLC  
600 University Street, Suite 2700  
Seattle, Washington 98101-3143  
(206) 467-1816

## TABLE OF CONTENTS

I.	NATURE OF THE ACTION .....	1
II.	JURISDICTION AND VENUE .....	5
III.	PARTIES .....	6
A.	Plaintiffs .....	6
B.	Defendants .....	7
IV.	NON-DEFENDANT CO-CONSPIRATORS AND OTHER NON-PARTIES .....	15
V.	TRADE AND COMMERCE .....	28
VI.	FACTUAL ALLEGATIONS .....	30
A.	Relevant Products .....	30
B.	Industry Background.....	31
1.	CSSB and the Certi-Label Trademark .....	31
2.	The CSSB's Structure, Bylaws and Meetings .....	37
3.	The Domestic Certi-Label Cedar Shakes and Shingles Market.....	45
C.	The structure and characteristics of the Certi-Label cedar shakes and shingles market make the conspiracy economically plausible.....	47
1.	The Certi-Label cedar shakes and shingles market is vertically integrated. ....	47
2.	Demand for Certi-Label cedar shakes and shingles is inelastic.....	48
3.	Certi-Label cedar shakes and shingles are commodity-like products.....	48
4.	There are no significant substitutes for cedar shakes and shingles.....	49
5.	The Certi-Label cedar shakes and shingles market is highly concentrated. ....	51
6.	The voting structure of the CSSB concentrates power in the hands of the largest manufacturers. ....	51
7.	Defendants had ample opportunity to conspire. ....	52
8.	High entry barriers exist in the Certi-Label cedar shakes and shingles market. ....	54
D.	The performance observed in the Certi-Label cedar shakes and shingles industry makes the conspiracy economically plausible. ....	56

1	1.	The prices of Certi-Label cedar shakes and shingles since at least 2011 cannot be explained by ordinary market forces. ....	56
2	2.	Cedar shakes and shingles inventories have significantly increased in recent years compared to production levels. ....	60
3			
4	E.	Traditional conspiracy evidence demonstrates the conspiracy’s existence. ....	61
5	VII.	CLASS ACTION ALLEGATIONS .....	70
6	VIII.	ANTITRUST INJURY .....	76
7	IX.	FRAUDULENT CONCEALMENT AND TOLLING .....	77
8	X.	CLAIMS FOR RELIEF .....	78
9	A.	Claims Under Federal Law .....	78
10	1.	Violation of Section 1 of the Sherman Act .....	78
12	B.	State Law Antitrust Claims .....	80
13	1.	Violation of Arizona’s Uniform State Antitrust Act (Arizona Revised Statutes §§ 44-1401, <i>et seq.</i> ) on behalf of the Arizona Class .....	80
14	2.	Violation of California’s Cartwright Act (Cal. Bus. & Prof. Code § 1600, <i>et seq.</i> ) on behalf of the California Class .....	81
15			
16	3.	Violation of the Colorado Revised Statutes §§ 6-4-101, <i>et seq.</i> on behalf of the Colorado Class. ....	83
17	4.	Violation of the District of Columbia Antitrust Act (D.C. Code § 28-4501, <i>et seq.</i> ) on behalf of the District of Columbia Class .....	84
18			
19	5.	Violation of the Illinois Antitrust Act (740 §§ ILCS 10/1, <i>et seq.</i> ) on behalf of the Illinois Class .....	85
20	6.	Violation of Iowa Competition Law (Iowa Code §§ 553.1, <i>et seq.</i> ) on behalf of the Iowa Class .....	86
21			
22	7.	Violation of the Kansas Restraint of Trade Act (Kan. Stat. Ann. §§ 50-112, <i>et seq.</i> ) on behalf of the Kansas Class .....	87
23	8.	Violation of Maine’s Antitrust Statute (Me. Rev. Stat. Ann. Tit. 10, § 1101, <i>et seq.</i> ) on behalf of the Maine Class .....	88
24			
25	9.	Violation of the Michigan Antitrust Reform Act (Mich. Comp. Laws §§ 445.771, <i>et seq.</i> ) on behalf of the Michigan Class .....	89
26	10.	Violation of Minnesota Antitrust Law (Minn. Stat. §§ 325D.49, <i>et seq.</i> ) on behalf of the Minnesota Class .....	90
27			
28			

1	11.	Violation of the Mississippi Antitrust Statute (Miss. Code Ann. § 74-21-1, <i>et seq.</i> ) on behalf of the Mississippi Class.....	91
2	12.	Violation of the Missouri Merchandising Practices Act (Mo. Stat. § 407.010, <i>et seq.</i> ) on behalf of the Missouri Class.....	92
3	13.	Violation of the Nebraska Junkin Act (Neb. Rev. Stat. § 59-801, <i>et seq.</i> ) on behalf of the Nebraska Class.....	93
4	14.	Violations of the Nevada Unfair Trade Practices Act (Nev. Rev. Stat § 598A.030(1)) on behalf of the Nevada Class.....	94
5	15.	Violation of New Hampshire's Antitrust Statute (N.H. Rev. Stat. Ann. §§ 356, <i>et seq.</i> ) on behalf of the New Hampshire Class.....	95
6	16.	Violation of the New Mexico Antitrust Act (N.M. Stat. Ann. §§ 57-1-1, <i>et seq.</i> ) on behalf of the New Mexico Class. ....	96
7	17.	Violation of New York General Business Laws §§ 340, <i>et seq.</i> , on behalf of the New York Class .....	97
8	18.	Violation of the North Carolina General Statutes §§ 75-1, <i>et seq.</i> , on behalf of the North Carolina Class.....	98
9	19.	Violation of the North Dakota Uniform State Antitrust Act (N.D. Cent. Code §§ 51-08.1, <i>et seq.</i> ) on behalf of the North Dakota Class .....	98
10	20.	Violation of the Oregon Antitrust Law (Or. Rev. Stat §§ 646.705, <i>et seq.</i> ) on behalf of the Oregon Class.....	99
11	21.	Violation of the Rhode Island Antitrust Act (R.I. Gen. Laws §§ 6-36-1, <i>et seq.</i> ) on behalf of the Rhode Island Class.....	100
12	22.	Violation of the South Dakota Antitrust Statute (S.D. Codified Laws §§ 37-1, <i>et seq.</i> ) on behalf of the South Dakota Class.....	101
13	23.	Violation of the Tennessee Trade Practices Act (Tenn. Code §§ 47-25-101, <i>et seq.</i> ) on behalf of the Tennessee Class.....	102
14	24.	Violation of the Utah Antitrust Act (Utah Code Ann. § 76-10-3101, <i>et seq.</i> ) on behalf of the Utah Class.....	103
15	25.	Violation of the West Virginia Antitrust Act (W. Va. Code § 47-18-1, <i>et seq.</i> ) on behalf of the West Virginia Class .....	104
16	26.	Violation of the Wisconsin Antitrust Act (Wis. Stat. §§ 133.01, <i>et seq.</i> ) on behalf of the Wisconsin Class.....	105
17	C.	Violations of State Consumer Protection Law.....	106
18	1.	Violation of Alaska Statute § 45.50.471, <i>et seq.</i> , on behalf of the Alaska Class.....	106

2.	Violation of the Colorado Consumer Protection Act (Colo. Rev. Stat. §§ 6-1-101, <i>et seq.</i> ) on behalf of the Colorado Class.....	109
3.	Violation of California’s Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, <i>et seq.</i> ) (“UCL”) on behalf of the California Class.....	107
4.	Violation of Delaware’s Consumer Fraud Act (6 Del. Code §§ 2511, <i>et seq.</i> ) on behalf of the Delaware Class.....	109
5.	Violation of the District of Columbia Consumer Protection Procedures Act (D.C. Code § 28-3901, <i>et seq.</i> ) on behalf of the District of Columbia Class.....	111
6.	Violation of the Florida Deceptive and Unfair Trade Practices Act (Fla. Stat. § 501.201(2), <i>et seq.</i> ) on behalf of the Florida Class.....	112
7.	Violation of the Hawaii Revised Statutes Annotated §§ 480-1, <i>et seq.</i> , on behalf of the Hawaii Class .....	114
8.	Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act (Ill. Comp. Stat. Ann. 815 Ill. Comp. Stat. Ann. 505/10a, <i>et seq.</i> ) on behalf of the Illinois Class .....	114
9.	Violation of the Massachusetts Consumer Protection Act (Mass. Gen. Laws Ch. 93A § 1, <i>et seq.</i> ) on behalf of the Massachusetts Class .....	115
10.	Violation of the Michigan Consumer Protection Act (Mich. Comp. Laws Ann. §§ 445.901, <i>et seq.</i> ) on behalf of the Michigan Class.....	116
11.	Violation of the Minnesota Consumer Fraud Act (Minn. Stat. § 235F.68, <i>et seq.</i> ) on behalf of the Minnesota Class .....	117
12.	Violation of the Montana Unfair Trade Practices and Consumer Protection Act of 1970 (Mont. Code §§ 30-14-103, <i>et seq.</i> ) on behalf of the Montana Class.....	119
13.	Violation of the Nebraska Consumer Protection Act (Neb. Rev. Stat. § 59-1602) on behalf of the Nebraska Class .....	119
14.	Violation of the Nevada Deceptive Trade Practices Act (Nev. Rev. Stat § 598.0903, <i>et seq.</i> ) on behalf of the Nevada Class.....	120
15.	Violation of the New Hampshire Consumer Protection Act (N.H. Rev. Stat. Ann. tit. XXXI, § 358-A, <i>et seq.</i> ) on behalf of the New Hampshire Class.....	121
16.	Violation of the New Mexico Unfair Practices Act (N.M. Stat. Ann. §§ 57-12-3, <i>et seq.</i> ) on behalf of the New Mexico Class .....	122
17.	Violation of the North Carolina Unfair Trade and Business Practices Act (N.C. Gen. Stat. § 75-1.1, <i>et seq.</i> ) on behalf of the North Carolina Class .....	123

1	18.	Violation of the North Dakota Unfair Trade Practices Law (N.D. Cent. Code § 51-10-01, <i>et seq.</i> ) on behalf of the North Dakota Class .....	124
2	19.	Violation of the Oregon Unlawful Trade Practices Act (Or. Rev. Stat. § 646.608, <i>et seq.</i> ) on behalf of the Oregon Class .....	125
3			
4	20.	Violation of the Rhode Island Deceptive Trade Practices Act (R.I. Gen. Laws § 6-13.1-1, <i>et seq.</i> ) on behalf of the Rhode Island Class.....	126
5	21.	Violation of South Carolina’s Unfair Trade Practices Act (S.C. Code Ann. §§ 39-5-10) on behalf of the South Carolina Class.....	128
6			
7	22.	Violation of South Dakota Deceptive Trade Practices and Consumer Protection Law (S.D. Codified Laws § 37-24-6) on behalf of the South Dakota Class .....	129
8			
9	23.	Violation of the Utah Consumer Sales Practices Act (Utah Code Ann. §§ 13-11-1, <i>et seq.</i> ) on behalf of the Utah Class.....	130
10	24.	Violation of the Utah Unfair Practices Act (Utah Code Ann. §§ 13-5-1, <i>et seq.</i> ) on behalf of the Utah Class .....	131
12			
13	25.	Violation of Vermont Stat. Ann. 9 § 2453, <i>et seq.</i> on behalf of the Vermont Class.....	132
14	26.	Violation of the Virginia Consumer Protection Act of 1997 Va. Code § 59.1-196, <i>et seq.</i> on behalf of the Virginia Class .....	132
15			
16	D.	Unjust Enrichment .....	134
17	XII.	JURY TRIAL DEMANDED .....	136

1 Plaintiffs Sound Renovation LLC, Fraser Construction Company, Inc., Kuhl's  
 2 Contracting, ProCraft Exteriors Inc., and PK Morin Enterprises Inc. dba Roof Life of Oregon  
 3 (collectively, "Plaintiffs") bring this action on behalf of themselves and on behalf of numerous  
 4 State damages classes (defined below) and a nationwide injunctive relief class (collectively, the  
 5 "Classes") consisting of all individuals and entities in the United States that indirectly purchased  
 6 Certi-Label trademark cedar shakes and shingles for resale that were manufactured by a  
 7 Manufacturer Defendant or co-conspirator named in this complaint from at least as early as  
 8 January 1, 2011 through the present ("Class Period").

## 9 I. NATURE OF THE ACTION

10 1. This is an antitrust conspiracy case involving cedar shakes and shingles (or  
 12 "CSS") bearing the Certi-Label trademark. Cedar shakes are rustic-looking roof shingles split by  
 13 hand. They have a relatively rough appearance and are almost always used for roofing. Cedar  
 14 shingles, on the other hand, are uniformly sawn by machine for a consistent look and thickness.  
 15 They are used for both sidewalls and roofing applications.

16 2. Three Defendants— Defendant Anbrook Industries Ltd. ("Anbrook"), Defendant  
 17 G&R Cedar Ltd. ("G&R"), and Defendants Waldun Forest Products Partnership, Waldun Forest  
 18 Products Ltd., and Waldun Forest Product Sales, Ltd. (collectively, the "Waldun Defendants" or  
 19 "Waldun")<sup>1</sup>—as well as other non-defendant co-conspirator manufacturers produce Certi-Label  
 20 cedar shakes and shingles and sell them to direct purchasers, which predominantly if not  
 21 exclusively consist of wholesalers. Those direct purchasers then sell these Certi-Label cedar  
 22 shakes and shingles to indirect purchasers who, in turn, resell them to other entities like  
 23 contractors and end users. Plaintiffs are indirect purchasers who resell Certi-Label cedar shakes  
 24 and shingles to other entities and individuals further down the distribution chain.

25 3. The remaining Defendant, the Cedar Shake & Shingle Bureau ("CSSB" and,  
 26 collectively with Manufacturer Defendants, "Defendants"), is the only trade association serving

27 <sup>1</sup> Anbrook, G&R and the Waldun Defendants are referred to collectively herein as the  
 28 "Manufacturer Defendants."



1 the cedar shake and shingle industry in North America. The CSSB controls the “Certi-Label”  
 2 trademark placed on cedar shakes and shingles, including the Certigrade, Certi-Sawn, and Certi-  
 3 Split trademark labels. CSSB Certi-Label products account for about 95% of the high-end cedar  
 4 shake and shingle products sold in the United States. Each of the Manufacturer Defendants, as  
 5 well as several other co-conspirator manufacturers, sit on the CSSB’s Board of Directors. During  
 6 the Class Period, Manufacturer Defendants and their co-conspirator manufacturers regularly  
 7 attended in-person meetings held by the CSSB.

8 4. This action arises out of a conspiracy orchestrated by Defendants to fix, increase,  
 9 maintain, or stabilize the price of Certi-Label cedar shakes and shingles and reduce price  
 10 competition among Certi-Label cedar shake and shingle manufacturers in violation of federal  
 12 antitrust law as well as the antitrust, consumer protection, and unjust enrichment laws of  
 13 numerous states. Defendants’ conspiracy began at least as early as January 1, 2011 and continues  
 14 through today.

15 5. Although Plaintiffs have not yet had the opportunity to obtain any discovery from  
 16 Defendants, Plaintiffs already can allege numerous highly-detailed facts that demonstrate the  
 17 existence, let alone plausibility, of the alleged conspiracy.

18 6. On numerous occasions throughout the Class Period, senior high-ranking  
 19 personnel employed by Manufacturer Defendants, including Waldun’s Curtis Walker, Anbrook’s  
 20 Brooke Meeker, and G&R Cedar’s Stuart Dziedzic, expressly discussed and agreed on pricing  
 21 levels to charge purchasers, including in person and over the telephone.

22 7. For example, in late 2018, Waldun’s Mr. Walker paid a visit to co-conspirator  
 23 Watkins Sawmills Ltd. (“Watkins”). During this meeting, Mr. Walker told Kris Watkins, Chief of  
 24 Operations of Watkins, that “Waldun Forest Products never dropped their pricing” and that all  
 25 CSSB-affiliated manufacturers should keep their prices at consistent levels. When Mr. Watkins  
 26 noted that an emerging competitor, S&W Forest Products Ltd. (“S&W”), discounted its prices  
 27 during months of lowered demand, Mr. Walker responded, “Yeah, well we just need to get rid of  
 28



1 that guy.”

2 8. In addition, Manufacturer Defendants have concentrated their power in the  
3 CSSB, partly due to the consolidation of the shake and shingle industry, and partly due to the  
4 voting structure of the CSSB, which weighs votes based on each manufacturer member’s annual  
5 cedar shake and shingle production.

6 9. Through this consolidation of power over the CSSB, Manufacturer Defendants  
7 have used their weighted voting power to terminate the membership of CSSB members who do  
8 not follow the price leadership of the Manufacturer Defendants. The Manufacturer Defendants  
9 disallowed low-cost competitors from obtaining Certi-Label approval, regardless of the quality  
10 of their work. These low-cost competitors’ inability to use the Certi-Label trademark has  
12 prevented them from pricing their products at a level that would permit them to stay in business.  
13 Accordingly, low-cost competitors effectively have been eliminated from the Certi-Label cedar  
14 shake and shingles market.

15 10. One such recently terminated manufacturer is S&W. Defendants conspired to and  
16 did terminate the CSSB membership of S&W in late 2018 based on a pretextual reason that was  
17 both false and not applied to other manufacturers that did not undercut Manufacturer Defendants  
18 on price. S&W recently filed a lawsuit in this Court challenging the termination of its CSSB  
19 membership, and it has temporarily had its membership reinstated by the Court pending a final  
20 decision on the merits.

21 11. In addition to helping the Manufacturer Defendants and their co-conspirators  
22 remove low-cost competitors from the Certi-Label cedar shake and shingles market, the CSSB,  
23 under the control of the Manufacturer Defendants, also has enacted policies aimed at further  
24 eliminating competition among and between the CSSB member manufacturers. For example, the  
25 CSSB bylaws contain an “All or Nothing” rule, which requires all CSSB members to produce  
26 and sell **only** Certi-Label cedar shakes and shingles. This rule was intended to eliminate, and has  
27 had the actual impact of eliminating, price competition among CSSB manufacturers. The “All or  
28

1 Nothing” rule therefore helps to ensure that Certi-Label cedar shakes and shingles continue to be  
2 sold at higher, supra-competitive prices. This rule has no competitive purpose.

3 12. Due to the Manufacturer Defendants’ success in consolidating their power in the  
4 CSSB and eliminating price discounters from the trade association, the other member  
5 manufacturers of the CSSB, who normally would compete with the Manufacturer Defendants on  
6 the basis of price, agreed to join the price-fixing conspiracy. These non-party conspirators joined  
7 the conspiracy and continued to facilitate the conspiracy because of fears they would face the  
8 same fate as other CSSB price discounters before them: expulsion from the association and the  
9 significant loss of revenue that would entail.

10 13. Plaintiffs do not rely only on direct evidence of collusive conduct. The structure  
12 and characteristics of the cedar shakes and shingles market, the market’s performance (*i.e.*,  
13 pricing trends), and Defendants’ exchange of highly sensitive pricing information all demonstrate  
14 the plausibility of the alleged conspiracy. Moreover, the United States Department of Justice  
15 (“DOJ”) has been investigating the CSS industry for possible violations of the antitrust laws.

16 14. The following industry characteristics, which are seen in many industries  
17 victimized by price-fixing, render the existence of the alleged conspiracy plausible: the industry  
18 is highly vertically integrated; product demand is inelastic; the products are commodity-like;  
19 there are no good substitute products; the market is highly concentrated; barriers to enter the  
20 market are high; and there is ample opportunity to conspire.

21 15. Plaintiffs also have conducted a thorough economic analysis of pricing in the  
22 industry with the assistance of an experienced economics consulting firm. This analysis, which is  
23 discussed and illustrated in several charts below, demonstrates that the price of Certi-Label cedar  
24 shake and shingles sold in the United States has increased substantially since January 1, 2011  
25 and that these price increases cannot be explained by normal market forces such as raw material  
26 costs or supply and demand.

27 16. Defendants’ anticompetitive actions had the intended purpose and effect of  
28

1 artificially fixing, raising, maintaining, and stabilizing the price of cedar shakes and shingles to  
 2 Plaintiffs and other members of the Classes in the United States.

3 17. As a result of Defendants' unlawful conduct, Plaintiffs and other members of the  
 4 Classes paid artificially inflated prices for Certi-Label cedar shakes and shingles. These prices  
 5 exceeded the amount they would have paid for Certi-Label cedar shakes and shingles if the price  
 6 had been set by a competitive, collusion-free market. Accordingly, Plaintiffs and other members  
 7 of the Classes suffered an antitrust injury as a result of Defendants' conduct.

## 8 **II. JURISDICTION AND VENUE**

9 18. Plaintiffs bring this action under Section 16 of the Clayton Act (15 U.S.C. § 26) to  
 10 secure injunctive relief against Defendants for violating Section 1 of the Sherman Act (15 U.S.C.  
 12 § 1). This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331, 1337, and Sections 4  
 13 and 16 of the Clayton Act, 15 U.S.C. §§ 15(a) and 26.

14 19. Plaintiffs assert claims for actual and exemplary damages and injunctive relief  
 15 pursuant to state antitrust, unfair competition, and consumer protection laws, and seek to obtain  
 16 restitution, recover damages, and secure other relief against Defendants for violation of those  
 17 state laws. Plaintiffs and the other members of the Classes also seek attorney's fees, costs, and  
 18 other expenses under federal and state laws. This Court has jurisdiction over the subject matter of  
 19 this action pursuant to 28 U.S.C. §§ 1332(d) and 1367 because: (a) this is a class action where  
 20 the matter or controversy exceeds the sum of \$5,000,000, exclusive of interest and costs, and in  
 21 which some members of the proposed Classes are citizens of a state different from some  
 22 Defendants; and (b) Plaintiffs' state law claims form part of the same case or controversy as their  
 23 federal claims under Article III of the United States Constitution.

24 20. Venue is appropriate in this District under 28 U.S.C. § 1391(b), (c) and (d)  
 25 because one or more Defendants resided or transacted business in this District and are licensed to  
 26 do business or are doing business in this District, and because a substantial portion of the  
 27 affected interstate commerce described herein was carried out in this District.

21. This Court has personal jurisdiction over each Defendant because each Defendant: (a) transacted business throughout the United States, including in this District; (b) manufactured, sold, shipped, or delivered substantial quantities of cedar shakes and shingles throughout the United States, including this District; (c) had substantial contacts with the United States, including this District; or (d) engaged in an antitrust conspiracy that was directed at and had a direct, foreseeable, and intended effect of causing injury to the business or property of persons residing in, located in, or doing business throughout the United States, including this District.

22. The activities of the Defendants and all co-conspirators, as described herein, were within the flow of, and were intended to and did have direct, substantial, and reasonably foreseeable effects on the foreign and interstate commerce of the United States.

23. No other forum would be more convenient for the parties and witnesses to litigate this case.

### **III. PARTIES**

#### **A. Plaintiffs**

24. Plaintiff Sound Renovation LLC (“Sound Renovation”) is a Connecticut limited liability company with a principal place of business in Norwalk, Connecticut. The company also has had an additional business address in Westchester County, New York and been licensed to perform contracting work in New York during the class period as well. Sound Renovation purchased cedar shakes and shingles bearing the CSSB Certi-Label trademark indirectly from one or more of the Manufacturer Defendants or co-conspirator manufacturers for resale during the Class Period.

25. Plaintiff Fraser Construction Company, Inc. (“Fraser”) is a Massachusetts corporation with a principal place of business in Mashpee, Massachusetts. Fraser purchased cedar shakes and shingles bearing the CSSB Certi-Label trademark indirectly from one or more of the Manufacturer Defendants or co-conspirator manufacturers for resale during the Class

1 Period.

2 26. Plaintiff Kuhl's Contracting ("Kuhl's") is a Minnesota corporation with a  
3 principal place of business in Hopkins, Minnesota. Kuhl's purchased cedar shakes and shingles  
4 bearing the CSSB Certi-Label trademark indirectly from one or more of the Manufacturer  
5 Defendants or co-conspirator manufacturers for resale during the Class Period.

6 27. Plaintiff ProCraft Exteriors Inc. ("ProCraft") is a Missouri corporation with a  
7 principal place of business in Chesterfield, Missouri. ProCraft purchased cedar shakes and  
8 shingles bearing the CSSB Certi-Label trademark indirectly from one or more of the  
9 Manufacturer Defendants or co-conspirator manufacturers for resale during the Class Period.

10 28. Plaintiff PK Morin Enterprises Inc. dba Roof Life of Oregon ("Roof Life") is an  
11 Oregon corporation with a principal place of business in Tigard, Oregon. Roof Life purchased  
12 cedar shakes and shingles bearing the CSSB Certi-Label trademark indirectly from one or more  
13 of the Manufacturer Defendants or co-conspirator manufacturers for resale during the Class  
14 Period.  
15

16 **B. Defendants**

17 29. Defendant Cedar Shake & Shingle Bureau is a Washington nonprofit corporation  
18 that is the only trade association serving the cedar shake and shingle industry in the United States  
19 and Canada. The CSSB is headquartered in Mission, British Columbia, and maintains an office  
20 in Sumas, Washington.

21 30. Defendant Anbrook Industries Ltd. is a British Columbia corporation with its  
22 principal place of business in Pitt Meadows, British Columbia. Anbrook is one of the largest  
23 cedar shake and shingle manufacturers in the world. It is a member of the CSSB, and its  
24 President, Brooke Meeker, sits on the CSSB's Board of Directors, acting as its Chairman.  
25 Anbrook owns and operates a cedar shake and shingle manufacturing facility in Pitt Meadows,  
26 British Columbia. Anbrook manufactures Certigrade Shingles, Certi-Sawn Shakes, and Certi-  
27 Split Shakes. During the Class Period, Anbrook or its predecessors, wholly-owned or controlled  
28

1 subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce,  
2 directly or through its wholly-owned or controlled affiliates, to purchasers in the United States.

3 31. Defendants Waldun Forest Products Partnership, Waldun Forest Products, Ltd.,  
4 and Waldun Forest Product Sales, Ltd. are collectively referred to herein as the “Waldun  
5 Defendants.” As described in greater detail below, the Waldun Defendants are controlled by two  
6 individuals – Kirk Nagy and Curtis Walker – and the Waldun Defendants have repeatedly held  
7 themselves out as a single entity: the Waldun Group. As the Waldun Defendants’ corporate  
8 disclosures state: “The name ‘Waldun Group’ is not and has never been a legal entity. The name  
9 ‘Waldun Group’ is sometimes used to refer to Waldun entities including Waldun Forest Products  
10 Partnership.”

12 32. Defendant Waldun Forest Products Partnership is a British Columbia partnership  
13 with its principal place of business in Maple Ridge, British Columbia.

14 33. According to Waldun’s court-ordered corporate disclosures, “Waldun Forest  
15 Products Partnership” has five general partners – (1) Three W Holdings Ltd, (2) Clarksher  
16 Holdings Ltd, (3) Nagy Family Holdings Ltd., (4) Cormel Holdings, Ltd., and (5) Curtis Walker  
17 Milling Ltd. – and is involved in the “[a]cquisition of raw materials; manufacture of [CSS]; and  
18 sale of [CSS] to non-U.S. customers.” Waldun’s corporate disclosures do not provide any  
19 additional information about the individuals or entities controlling the general partners.

20 34. The general partners identified in Waldun’s corporate disclosures are not among  
21 the companies identified in the British Columbia corporate registry documents for Defendant  
22 Waldun Forest Products Partnership. Based on British Columbia corporate registry documents,  
23 Defendant Waldun Forest Products Partnership is or was comprised of several companies: (1)  
24 Waldun Forest Holdings, Ltd.; (2) Twin River Cedar Products, Ltd.; (3) Twin Rivers Cedar  
25 Products (1994), Ltd.; (4) Crescent Island Lumber Holdings Ltd.; (5) Crescent Island Lumber  
26 Ltd.; (6) Stave Lake Cedar Mills, Inc.; (7) Stave Lake Cedar Mills (1992) Inc.; (8) Clark 5  
27 Investments Ltd.; (9) Heros Investments Ltd.; (10) KRJN Holdings Ltd.; and (11) I Say So Co  
28

Investments Ltd.

35. On July 31, 2019, Plaintiffs asked Waldun to provide information on each of these entities as part of Waldun's corporate disclosures, including (a) the names of all current officers and directors, (b) all prior or former name(s) of the entities, (c) the names and contact information for all current owners, (d) the status of these entities, (e) their relationship to one another, and (f) the business of each entity. Waldun declined do so, and its corporate disclosures (served on August 9, 2019) provide no information on any of these entities, but for Stave Lake Cedar Mills Inc.

36. All of the member companies identified in the British Columbia corporate registry documents as comprising Defendant Waldun Forest Products Partnership are or were British Columbia corporations, and the majority are or were owned and controlled by the same two individuals: Curtis Walker and Kirk Nagy. In addition, CSSB's Clay Walker (Waldun's Curtis Walker's brother) was a Director and likely part owner of I Say So Co. Investments Ltd.; that is, CSSB's Clay Walker was instrumental in the formation of Waldun Forest Products Partnership and may still have a financial stake in Waldun Forest Products Partnership.

37. Defendant Waldun Forest Products Partnership owns, operates, and/or controls a CSS manufacturing facility in Maple Ridge, British Columbia that manufactures Certi-Label™ CSS. Defendant Waldun Forest Products Partnership also maintains a "US Address: P.O. Box 96, Sumas, WA 98295" as listed on its website (emphases in original). Likewise, Defendant Waldun Forest Products Partnership's Limited Warranty covers "Waldun Brand cedar shakes and/or shingles" and the Warranty Registration must be sent to either "Waldun Forest Products Partnership, P.O. Box 96, Sumas, WA 98295 or 9393 287th Street, Maple Ridge, BC, V2W 1L1." In a Certi-Scene newsletter in 2016, Waldun Forest Products Partnership was profiled, and Curtis Walker wrote that "[i]n 2012, [the partnership]'s customized products were used to restore Philadelphia's Independence Hall, one of the most significant historical sites in North America."

38. Defendant Waldun Forest Products Partnership, under the common control of



1 Waldun's Nagy and Walker, shared in the intent of the other Waldun Defendants to use the CSSB  
2 to fix, raise, or maintain prices of Certi-Label CSS sold into the United States.

3 39. Defendant Waldun Forest Products, Ltd. is a British Columbia corporation with its  
4 principal place of business in Maple Ridge, British Columbia.

5 40. Defendant Waldun Forest Products Ltd. was formed in or around 1974. On or  
6 around December 1, 2014, Crescent Island Lumber Ltd., merged into Defendant Waldun Forest  
7 Products Ltd., with the surviving name of Crescent Island Lumber Ltd. (one of the companies  
8 identified in the British Columbia corporate registry documents as having an interest in  
9 Defendant Waldun Forest Products Partnership). On or around December 25, 2015, the  
10 amalgamated Crescent Island Lumber Ltd. changed its name to Waldun Forest Products, Ltd.

12 41. Kirk Nagy is also the President of Waldun Forest Products, Ltd., and he, along  
13 with Curtis Walker, are the directors of Waldun Forest Products, Ltd. Waldun's corporate  
14 disclosures state that Waldun Forest Products, Ltd. "is an asset holding company that does not  
15 manufacture, distribute, or sell" CSS.

16 42. Waldun Forest Products, Ltd. is the sole shareholder of Defendant Waldun Forest  
17 Product Sales, Ltd.

18 43. Defendant Waldun Forest Products, Ltd., under the common control of Waldun's  
19 Nagy and Walker, shared in the intent of the other Waldun Defendants to use the CSSB to fix,  
20 raise, or maintain prices of Certi-Label CSS sold into the United States.

21 44. Defendant Waldun Forest Product Sales Ltd. is a British Columbia corporation  
22 with its principal place of business in Surrey, British Columbia.

23 45. Defendant Waldun Forest Product Sales Ltd. was formed on or around March 31,  
24 2003.

25 46. According to Waldun's court-ordered corporate disclosures, Defendant Waldun  
26 Forest Product Sales, Ltd. is responsible for the "[a]cquisition of [CSS]" and the "sale of [CSS]  
27 to U.S. customers." These corporate disclosures identify Kirk Nagy and Curtis Walker as the  
28

1 Directors, and Kirk Nagy as the President of Waldun Forest Product Sales, Ltd.

2 47. Defendant Waldun Forest Products Sales, Ltd., under the common control of  
3 Waldun's Nagy and Walker, shared in the intent of the other Waldun Defendants to use the CSSB  
4 to fix, raise, or maintain prices of Certi-Label CSS sold into the United States.

5 48. In addition to their common ownership and control (under Walker and Nagy), the  
6 Waldun Defendants have routinely held themselves out to the public as a single entity: the  
7 Waldun Group.

8 49. The Waldun Defendants' website claims as follows: "The Group has integrated  
9 the various aspects of cedar manufacturing, producing cedar lumber, shakes, and value-added  
10 rebutted and rejoined sidewall shingles. In fact, the Waldun Group is the largest company in the  
12 world manufacturing such a selection of cedar products." Elsewhere, its website touts that "the  
13 Waldun Group has worked hard to understand customer needs . . . Today, we are one of the select  
14 few North American companies capable of meeting the ever-changing demands of our  
15 customers."

16 50. The Waldun Defendants employ a Waldun Group logo:



25 51. There is also a single LinkedIn page for The Waldun Group, which boasts its  
26 connection to the CSSB:  
27  
28

**Waldun Group**

23 followers

1yr

[+ Follow](#) ...

Did you know Waldun Group has been a member of Cedar Shake and Shingle Bureau for over 30 years? When looking for cedar shake and shingle products, it's important to ensure your products are quality and of honest work. That's where we come in. At Waldun Group, we ensure our products are always on grade and meet our high standards.



52. Defendant CSSB has also, at times, treated the Waldun Defendants as a single entity: the Waldun Group. For example, CSSB's website listed The Waldun Group as a member in 2014, and Kirk Nagy was a CSSB director that year. In all other years of the Class Period (and through today), Defendant WFPP has been listed as a CSSB member, and Waldun's Walker has been a CSSB director.

53. Additionally, another Waldun Group entity, Stave Lake Cedar Mills, Inc. ("Stave Lake"), claims to be a "proud member[]" of the CSSB. Stave Lake also states that it was acquired by The Waldun Group and is "part of the Waldun Group"—despite the fact that the B.C. Corporate Registry states that it was purchased by Defendant Waldun Forest Products Partnership. Stave Lake's website also notes, among other things, that "The Waldun Group is your source for quality certified responsible forest products."

54. According to Waldun's corporate disclosures, Stave Lake's shareholders are

1 Defendant Waldun Forest Products Partnership, Estate of Alec Clark, Marianne Nagy, Heather  
 2 Holmes, Curtis Walker (Trustee), Colin Walker (Trustee), and Wynn Walker Alter Ego Trust.  
 3 These corporate disclosures also identify the Directors of Stave Lake as Kirk Nagy and Curtis  
 4 Walker, and identify the President as Kirk Nagy.

5 55. Defendant Waldun Forest Products Partnership, through Waldun's Nagy and  
 6 Walker, control Defendant Stave Lake and hold out Stave Lake as part of Defendant Waldun  
 7 Forest Products Partnership and/or the Waldun Group. Stave Lake's website advertises an  
 8 address at "P.O. Box 96, Sumas, WA" (similar to Defendant WFPP)—the same exact P.O. Box as  
 9 Waldun Forest Products Partnership—and directs all sales questions to the Waldun Defendants at  
 10 Waldun's sales@waldun.com email and its toll-free "1-800-4-WALDUN" number. Additionally,  
 12 in a Certi-Scene newsletter in 2016, the Waldun Forest Products Partnership was profiled, and  
 13 Curtis Walker wrote that Stave Lake is "[o]ur sidewall division" and a "part of The Waldun  
 14 Group."

15 56. Through the common ownership and control of the Waldun Defendants, as well as  
 16 their affiliated entities and a unity of interests and purpose between these entities, the Waldun  
 17 Defendants used their influence on and with the CSSB to facilitate the price-fixing conspiracy  
 18 and to increase the prices by which its affiliated company, Defendant Waldun Forest Product  
 19 Sales, Ltd. and/or the other Waldun Group entities, predecessors, agents, wholly owned or  
 20 controlled subsidiaries, or affiliates sold Certi-Label CSS in interstate commerce to purchasers in  
 21 the United States.

22 57. Defendant G&R Cedar Ltd. is a British Columbia corporation headquartered in  
 23 Matsqui, British Columbia. G&R is a self-described industry leader in the cedar shake and  
 24 shingle industry. It is a member of the CSSB, and its Sales Manager, Stuart Dziedzic, sits on  
 25 CSSB's Board of Directors. G&R owns and operates a cedar shake and shingle manufacturing  
 26 facility in Matsqui, British Columbia and an additional sidewall shingle manufacturing facility  
 27 in Chilliwack, British Columbia. G&R manufactures Certigrade Shingles, Certi-Sawn Shakes,  
 28

1 and Certi-Split Shakes, as well as Custom Dimension products, Sidewall, and Specialty Cuts.  
 2 During the Class Period, G&R or its predecessors, wholly-owned or controlled subsidiaries, or  
 3 affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly or through  
 4 its wholly-owned or controlled affiliates, to purchasers in the United States.

5 58. “Defendant” or “Defendants” as used herein includes, in addition to those named  
 6 specifically above, all of the named Defendants’ predecessors, including cedar shake and shingle  
 7 companies that merged with or were acquired by the named Defendants and each named  
 8 Defendant’s wholly-owned or controlled subsidiaries or affiliates that sold Certi-Label cedar  
 9 shakes and shingles in interstate commerce, directly or through their wholly-owned or controlled  
 10 affiliates, to purchasers in the United States during the Class Period.

12 59. To the extent that subsidiaries and divisions within each Defendant’s corporate  
 13 family sold or distributed Certi-Label cedar shakes and shingles to purchasers, these subsidiaries  
 14 played a material role in the conspiracy alleged in this Complaint because Defendants wished to  
 15 ensure that the prices paid for such cedar shakes and shingles would not undercut the artificially  
 16 raised and inflated pricing that was the aim and intended result of Defendants’ coordinated and  
 17 collusive behavior as alleged herein. Thus, all such entities within the corporate family were  
 18 active, knowing participants in the conspiracy alleged herein, and their conduct in selling,  
 19 pricing, distributing and collecting monies from Plaintiffs and the members of the Classes for  
 20 Certi-Label cedar shakes and shingles was known to and approved by their respective corporate  
 21 parent named as a Defendant in this Complaint.

22 60. Each of the Defendants named herein acted as the agent or joint-venturer of or for  
 23 the other Defendants with respect to the acts, violations, and common course of conduct alleged  
 24 herein.

25 61. Defendants are also liable for acts done in furtherance of the alleged conspiracy  
 26 by companies they acquired through mergers and acquisitions.

27 62. Whenever reference is made to any act of any corporation, the allegation means  
 28

1 that the corporation engaged in the act by or through its officers, directors, agents, employees, or  
 2 representatives while they were actively engaged in the management, direction, control, or  
 3 transaction of the corporation's business or affairs.

#### 4 **IV. NON-DEFENDANT CO-CONSPIRATORS AND OTHER NON-PARTIES**

5 63. Various other persons, firms, and corporations not currently named as defendants  
 6 have participated as co-conspirators of Defendants and have performed acts and made statements  
 7 in furtherance of the conspiracy (collectively, the "co-conspirators"). Defendants are jointly and  
 8 severally liable for the acts of the co-conspirators whether or not named as defendants in this  
 9 Complaint. A list of the known non-defendant co-conspirators follows.

10 64. A&R Cedar, Inc. ("A&R") is a Washington corporation headquartered in  
 12 Hoquiam, Washington. It is a member of the CSSB, and a member of its senior management  
 13 team, Cecilia Acuna, sits on the CSSB Board of Directors. A&R manufactures Certigrade  
 14 Shingles and Certi-Sawn Shakes, as well as Certi-Ridge, Custom Dimension products, and  
 15 Sidewall. During the Class Period, A&R or its predecessors, wholly-owned or controlled  
 16 subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce,  
 17 directly or through its wholly-owned or controlled affiliates, to purchasers in the United States.

18 65. Best Shingle Sales Inc. ("Best") is a Washington corporation headquartered in  
 19 Hoquiam, Washington. It is a member of the CSSB, and its owner, Terry Kost, sits on CSSB's  
 20 Board of Directors. Best manufactures Certigrade Shingles and Certi-Sawn Shakes, as well as  
 21 Sidewall. During the Class Period, Best or its predecessors, wholly-owned or controlled  
 22 subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce,  
 23 directly or through its wholly-owned or controlled affiliates, to purchasers in the United States.

24 66. Premium Cedar Products Ltd. ("Premium") is a British Columbia corporation  
 25 headquartered in Mission, British Columbia. It is a member of the CSSB, and one of its senior  
 26 managers, Ed Watkins, sits on CSSB's Board of Directors and served as its Past Chairman.  
 27 Premium manufactures Certigrade Shingles, Certi-Ridge, Certi-Sawn Shakes, and Certi-Split



Shakes, as well as Custom Dimension products and Specialty Cuts. During the Class Period, Premium or its predecessors, wholly-owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly or through its wholly-owned or controlled affiliates, to purchasers in the United States.

67. Watkins Sawmills Ltd. is a British Columbia corporation headquartered in Mission, British Columbia. It has common ownership and management with Premium, and even uses the same main telephone number. It is a member of the CSSB, and its President, Ed Watkins, sits on CSSB's Board of Directors and served as its Past Chairman. Watkins manufactures Certigrade Shingles, Certi-Sawn Shakes, and Certi-Split Shakes, as well as Certi-Ridge, Custom Dimension products, Sidewall, and Specialty Cuts. During the Class Period, Watkins or its predecessors, wholly-owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly or through its wholly-owned or controlled affiliates, to purchasers in the United States.

68. #208 Shake & Shingle/Griffiths Inc. ("#208") is a Washington corporation headquartered in Moclips, Washington. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, #208 and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

69. A.B. Cedar Shingle ("A.B. Cedar") is a British Columbia corporation headquartered in Sicamous, British Columbia. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, A.B. Cedar and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

70. A.C.S. Cedar, Inc. ("A.C.S.") is a Washington corporation headquartered in Aberdeen, Washington. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, A.C.S. and/or its predecessors, agents, wholly owned or



1 controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate  
2 commerce, directly to purchasers in the United States.

3 71. Acuna Cedar Products, Inc. (“Acuna Cedar”) is a Washington corporation  
4 headquartered in Sedro-Woolley, Washington. It is a member of the CSSB and manufactures  
5 Certi-Label cedar shakes and shingles. During the Class Period, Acuna Cedar and/or its  
6 predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar  
7 shakes and shingles in interstate commerce, directly to purchasers in the United States.

8 72. Alfa Red Cedar Products, Inc. (“Alfa Red”) is a Washington corporation  
9 headquartered in Hoquiam, Washington. It is a member of the CSSB and manufactures Certi-  
10 Label cedar shakes and shingles. During the Class Period, Alfa Red and/or its predecessors,  
12 agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and  
13 shingles in interstate commerce, directly or through its wholly-owned or controlled affiliates, to  
14 purchasers in the United States.

15 73. American Cedar Sales, LLC (“American Cedar”) is an Idaho corporation  
16 headquartered in Kamiah, Idaho. It is a member of the CSSB and manufactures Certi-Label cedar  
17 shakes and shingles. During the Class Period, American Cedar and/or its predecessors, agents,  
18 wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles  
19 in interstate commerce, directly to purchasers in the United States.

20 74. Anderson Shake and Shingle Mill, Inc. (“Anderson”) is a Washington corporation  
21 headquartered in Cathlamet, Washington. It is a member of the CSSB and manufactures Certi-  
22 Label cedar shakes and shingles. During the Class Period, Anderson and/or its predecessors,  
23 agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and  
24 shingles in interstate commerce, directly to purchasers in the United States.

25 75. Campbell River Shake & Shingle Co. Ltd. (“Campbell River”) is a British  
26 Columbia corporation headquartered in Campbell River, British Columbia. It is a member of the  
27 CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period,

1 Campbell River and/or its predecessors, agents, wholly owned or controlled subsidiaries, or  
 2 affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to  
 3 purchasers in the United States.

4 76. Cape Scott Cedar Products Ltd. (“Cape Scott”) is a British Columbia corporation  
 5 headquartered in Port Hardy, British Columbia. It is a member of the CSSB and manufactures  
 6 Certi-Label cedar shakes and shingles. During the Class Period, Cape Scott and/or its  
 7 predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar  
 8 shakes and shingles in interstate commerce, directly to purchasers in the United States.

9 77. Clearbrook Shake & Shingle Ltd. (“Clearbrook”) is a British Columbia  
 10 corporation headquartered in Abbotsford, British Columbia. It is a member of the CSSB and  
 12 manufactures Certi-Label cedar shakes and shingles. During the Class Period, Clearbrook and/or  
 13 its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label  
 14 cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

15 78. Comox Valley Shakes (2019) Ltd. (“Comox”) is a British Columbia corporation  
 16 headquartered in Campbell River, British Columbia. It is a member of the CSSB and  
 17 manufactures Certi-Label cedar shakes and shingles. During the Class Period, Comox and/or its  
 18 predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar  
 19 shakes and shingles in interstate commerce, directly to purchasers in the United States.

20 79. Confederate Shake & Shingle Ltd. (“Confederate”) is a British Columbia  
 21 corporation headquartered in Duncan, British Columbia. It is a member of the CSSB and  
 22 manufactures Certi-Label cedar shakes and shingles. During the Class Period, Confederate  
 23 and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-  
 24 Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United  
 25 States.

26 80. DLM Shake Co. (“DLM”) is an Idaho business based in Saint Maries, Idaho. It is  
 27 a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the  
 28

1 Class Period, DLM and/or its predecessors, agents, wholly owned or controlled subsidiaries, or  
2 affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to  
3 purchasers in the United States.

4 81. Fabian Shingles LLC (“Fabian”) is a Washington corporation headquartered in  
5 Amanda Park, Washington. It is a member of the CSSB and manufactures Certi-Label cedar  
6 shakes and shingles. During the Class Period, Fabian and/or its predecessors, agents, wholly  
7 owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in  
8 interstate commerce, directly to purchasers in the United States.

9 82. Goat Lake Forest Products (1985) Ltd. (“Goat Lake”) is a British Columbia  
10 corporation headquartered in Powell River, British Columbia. It is a member of the CSSB and  
11 manufactures Certi-Label cedar shakes and shingles. During the Class Period, Goat Lake and/or  
12 its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label  
13 cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

14 83. Golden Ears Shingle Ltd. (“Golden Ears”) is a British Columbia corporation  
15 headquartered in Maple Ridge, British Columbia. It is a member of the CSSB and manufactures  
16 Certi-Label cedar shakes and shingles. During the Class Period, Golden Ears and/or its  
17 predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar  
18 shakes and shingles in interstate commerce, directly to purchasers in the United States.

19 84. Imperial Cedar Products Ltd. (“Imperial Cedar”) is a British Columbia  
20 corporation headquartered in Maple Ridge, British Columbia. It is a member of the CSSB and  
21 manufactures Certi-Label cedar shakes and shingles. During the Class Period, Imperial Cedar  
22 and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-  
23 Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United  
24 States.

25 85. J.C. Shingles, Inc. (“J.C. Shingles”) is a Washington corporation headquartered in  
26 Amanda Park, Washington. It is a member of the CSSB and manufactures Certi-Label cedar  
27 shakes and shingles in interstate commerce, directly to purchasers in the United  
28 States.

1 shakes and shingles. During the Class Period, J.C. Shingles and/or its predecessors, agents,  
 2 wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles  
 3 in interstate commerce, directly to purchasers in the United States.

4 86. J.E.C. Cedar, Inc. ("J.E.C.") is a Washington corporation headquartered Amanda  
 5 Park, Washington. It is a member of the CSSB and manufactures Certi-Label cedar shakes and  
 6 shingles. During the Class Period, J.E.C. and/or its predecessors, agents, wholly owned or  
 7 controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate  
 8 commerce, directly to purchasers in the United States.

9 87. L & H Shake, Inc. ("L&H") is a Washington corporation headquartered Hoquiam,  
 10 Washington. It is a member of the CSSB and manufactures Certi-Label cedar shakes and  
 12 shingles. During the Class Period, L&H and/or its predecessors, agents, wholly owned or  
 13 controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate  
 14 commerce, directly to purchasers in the United States.

15 88. Long Cedar Inc. ("Long Cedar") is a Washington corporation headquartered in  
 16 Forks, Washington. It is a member of the CSSB and manufactures Certi-Label cedar shakes and  
 17 shingles. During the Class Period, Long Cedar and/or its predecessors, agents, wholly owned or  
 18 controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate  
 19 commerce, directly to purchasers in the United States.

20 89. Pacific Cedar ("Pacific Cedar") is a Canadian business based in Port Alberni,  
 21 British Columbia. It is a member of the CSSB and manufactures Certi-Label cedar shakes and  
 22 shingles. During the Class Period, Pacific Cedar and/or its predecessors, agents, wholly owned or  
 23 controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate  
 24 commerce, directly to purchasers in the United States.

25 90. Pacific Chalet Ltd. ("Pacific Chalet") is a British Columbia corporation  
 26 headquartered in Powell River, British Columbia. It is a member of the CSSB and manufactures  
 27 Certi-Label cedar shakes and shingles. During the Class Period, Pacific Chalet and/or its  
 28

1 predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar  
2 shakes and shingles in interstate commerce, directly to purchasers in the United States.

3 91. Pacific Coast Cedar Products, Ltd. (“Pacific Coast”) is a British Columbia  
4 corporation headquartered in Maple Ridge, British Columbia. It is a member of the CSSB and  
5 manufactures Certi-Label cedar shakes and shingles. During the Class Period, Pacific Coast  
6 and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-  
7 Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United  
8 States.

9 92. Pacific Shingle Inc. (“Pacific Shingle”) is a Washington corporation  
10 headquartered in Forks, Washington. It is a member of the CSSB and manufactures Certi-Label  
11 cedar shakes and shingles. During the Class Period, Pacific Shingle and/or its predecessors,  
12 agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and  
13 shingles in interstate commerce, directly to purchasers in the United States.

14 93. Pleasant Lake Cedar (“Pleasant Lake”) is a Washington business based in Beaver,  
15 Washington. It is a member of the CSSB and manufactures Certi-Label cedar shakes and  
16 shingles. During the Class Period, Pleasant Lake and/or its predecessors, agents, wholly owned  
17 or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate  
18 commerce, directly to purchasers in the United States.

19 94. Port McNeill Shake & Shingle (2007) Ltd. (“Port McNeill”) is a Canadian  
20 corporation headquartered in Port McNeill, British Columbia. It is a member of the CSSB and  
21 manufactures Certi-Label cedar shakes and shingles. During the Class Period, Port McNeill  
22 and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-  
23 Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United  
24 States.

25 95. Premium Shingle LLC (“Premium Shingle”) is a Washington corporation  
26 headquartered in Beaver, Washington. It is a member of the CSSB and manufactures Certi-Label  
27

cedar shakes and shingles. During the Class Period, Premium Shingle and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

96. Rainy Day Shake & Shingle, Inc. (“Rainy Day”) is a Washington corporation headquartered in Forks, Washington. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, Rainy Day and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

97. Riverside Shingle Products Ltd. (“Riverside”) is a British Columbia corporation headquartered in Errington, British Columbia. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, Riverside and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

98. Serpentine Cedar Ltd. (“Serpentine”) is a British Columbia corporation headquartered in Langley City, British Columbia. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, Serpentine and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

99. Silver-Coqu Cedar Products (“Silver-Coqu”) is a Canadian business headquartered in Hope, British Columbia. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, Silver Coqu and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the United States.

100. Star Cedar Sales, Inc. (“Star Cedar”) is an Idaho corporation headquartered in Kamiah, Idaho. It is a member of the CSSB and manufactures Certi-Label cedar shakes and shingles. During the Class Period, Star Cedar and/or its predecessors, agents, wholly owned or

1 controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles in interstate  
2 commerce, directly to purchasers in the United States.

3 101. Titan Cedar Products Ltd. (“Titan”) is a British Columbia corporation  
4 headquartered in Port Coquitlam, British Columbia. It is a member of the CSSB and  
5 manufactures Certi-Label cedar shakes and shingles. During the Class Period, Titan and/or its  
6 predecessors, agents, wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar  
7 shakes and shingles in interstate commerce, directly to purchasers in the United States.

8 102. Vancouver Island Shingle Ltd. (“Vancouver Shingle”) is a British Columbia  
9 corporation headquartered in Mount Waddington, British Columbia. It is a member of the CSSB  
10 and manufactures Certi-Label cedar shakes and shingles. During the Class Period, Vancouver  
11 Shingle and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates  
12 sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the  
13 United States.

14 103. Zoffel Logging & Milling Inc. (“Zoffel”) is a Washington corporation  
15 headquartered in Forks, Washington. It is a member of the CSSB and manufactures Certi-Label  
16 cedar shakes and shingles. During the Class Period, Zoffel and/or its predecessors, agents,  
17 wholly owned or controlled subsidiaries, or affiliates sold Certi-Label cedar shakes and shingles  
18 in interstate commerce, directly to purchasers in the United States.

19 104. Various other persons, firms, and corporations not currently named as defendants  
20 have participated as co-conspirators with Defendants and have performed acts and made  
21 statements in furtherance of the conspiracy. Defendants are jointly and severally liable for the  
22 acts of their co-conspirators whether or not named as defendants in this Complaint.

23 105. S&W Forest Products Ltd. (“S&W”) is a British Columbia corporation  
24 headquartered in Maple Ridge, British Columbia. During the Class Period, S&W and/or its  
25 predecessors, agents, wholly owned or controlled subsidiaries, or affiliates manufactured and  
26 sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the  
27



1 United States. As described in greater detail herein, in December 20, 2018, the CSSB Board of  
 2 Directors terminated S&W's membership in the CSSB because S&W was selling Certi-Label  
 3 cedar shakes and shingles at discounted prices. After filing a complaint (*S&W Forest Prods.,*  
 4 *Ltd. v. CSSB, et al.*, No. 2:19-cv-000202 (W.D. Wash.)) (the "S&W Lawsuit")—which included  
 5 allegations of anticompetitive conduct by Defendants in this action—S&W successfully moved  
 6 for a preliminary injunction temporarily reinstating it to the CSSB in April 2019 pending a final  
 7 determination on the merits.

8 106. Various other persons, firms, and corporations manufactured Certi-Label cedar  
 9 shakes and shingles as members of the CSSB during the Class Period. A list of the known  
 10 Former CSSB Members follows (collectively, the "Former CSSB Members"). As explained  
 12 herein, a yet unknown number of these Former CSSB Members—as with S&W—were expelled  
 13 from the Bureau for discounting Certi-Label cedar shakes and shingles.

14 107. A.K. Cedar Products Ltd. ("A.K. Cedar") is a British Columbia corporation  
 15 headquartered in Abbotsford, British Columbia. It was a member of the CSSB in or around 2016.  
 16 During the Class Period, A.K. Cedar and/or its predecessors, agents, wholly owned or controlled  
 17 subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and shingles in  
 18 interstate commerce, directly to purchasers in the United States.

19 108. B&B Cedar Sales, Inc. ("B&B") is a Washington corporation headquartered in  
 20 Lacey, Washington. It was a member of the CSSB in or around 2012. During the Class Period,  
 21 B&B and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates  
 22 manufactured and sold Certi-Label cedar shakes and shingles in interstate commerce, directly to  
 23 purchasers in the United States.

24 109. B.C.F. Shake Mill Ltd. ("B.C.F.") is a British Columbia corporation  
 25 headquartered in Fanny Bay, British Columbia. It was a member of the CSSB during the Class  
 26 Period. During the Class Period, B.C.F. and/or its predecessors, agents, wholly owned or  
 27 controlled subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and shingles  
 28

1 in interstate commerce, directly to purchasers in the United States.

2 110. Cedar Valley Holdings Ltd. (“Cedar Valley”) is a British Columbia corporation  
3 headquartered in Valemont, British Columbia. It was a member of the CSSB in or around 2016.  
4 During the Class Period, Cedar Valley and/or its predecessors, agents, wholly owned or  
5 controlled subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and shingles  
6 in interstate commerce, directly to purchasers in the United States.

7 111. Crawford Shake & Shingle, Ltd. (“Crawford”) was a British Columbia  
8 corporation headquartered in Port Alberni, British Columbia. It was a member of the CSSB in or  
9 around 2013. During the Class Period, Crawford and/or its predecessors, agents, wholly owned  
10 or controlled subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and  
12 shingles in interstate commerce, directly to purchasers in the United States.

13 112. D & G Shake Co., Inc. (“D&G”) was a Washington corporation headquartered in  
14 Amanda Park, Washington. It was a member of the CSSB in or around 2016. During the Class  
15 Period, D&G and/or its predecessors, agents, wholly owned or controlled subsidiaries, or  
16 affiliates manufactured and sold Certi-Label cedar shakes and shingles in interstate commerce,  
17 directly to purchasers in the United States.

18 113. Francisco Cisneros Shingles (“Francisco Shingles”) was a Washington business  
19 based in the Forks, Washington area. It was a member of the CSSB in or around 2016. During  
20 the Class Period, Francisco Shingles and/or its predecessors, agents, wholly owned or controlled  
21 subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and shingles in  
22 interstate commerce, directly to purchasers in the United States.

23 114. Hoko Falls Cedar is a Washington business based in Sekiu, Washington. It was a  
24 member of the CSSB in or around 2012. During the Class Period, Hoko Falls Cedar and/or its  
25 predecessors, agents, wholly owned or controlled subsidiaries, or affiliates manufactured and  
26 sold Certi-Label cedar shakes and shingles in interstate commerce, directly to purchasers in the  
27 United States.

1           115. Lamming Cedar Mills BC (“Lamming Cedar”) is a British Columbia business  
2 based in McBride, British Columbia. It was a member of the CSSB in or around 2012. During  
3 the Class Period, Lamming Cedar and/or its predecessors, agents, wholly owned or controlled  
4 subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and shingles in  
5 interstate commerce, directly to purchasers in the United States.

6           116. Medley Co. Cedar, Inc. (“Medley”) is an Idaho corporation headquartered in  
7 Pierce, Idaho. It was a member of the CSSB in or around 2012. During the Class Period, Medley  
8 and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates  
9 manufactured and sold Certi-Label cedar shakes and shingles in interstate commerce, directly to  
10 purchasers in the United States.

11           117. ML Cedar Products Inc. (“ML Cedar”) was a Washington corporation  
12 headquartered in Forks, Washington. It was a member of the CSSB in or around 2013, 2016, and  
13 2017. During the Class Period, ML Cedar and/or its predecessors, agents, wholly owned or  
14 controlled subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and shingles  
15 in interstate commerce, directly to purchasers in the United States.

16           118. Olympic Cedar Products, Inc. (“Olympic”) is a Washington corporation  
17 headquartered in Forks, Washington. It was a member of the CSSB in or around 2016 and 2017.  
18 During the Class Period, Olympic and/or its predecessors, agents, wholly owned or controlled  
19 subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and shingles in  
20 interstate commerce, directly to purchasers in the United States.

21           119. Pacific NW Products LLC (“Pacific NW”) is a Washington corporation  
22 headquartered in Forks, Washington. It was a member of the CSSB in or around 2017. During  
23 the Class Period, Pacific NW and/or its predecessors, agents, wholly owned or controlled  
24 subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and shingles in  
25 interstate commerce, to purchasers in the United States.

26           120. Real Wood, Inc. (“Real Wood”) was a Washington corporation headquartered in  
27  
28

1 Sequim, Washington. It was a member of the CSSB in or around 2012 and 2015. During the  
 2 Class Period, Real Wood and/or its predecessors, agents, wholly owned or controlled  
 3 subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and shingles in  
 4 interstate commerce, directly to purchasers in the United States.

5 121. S&K Cedar Products Ltd. (“S&K”) is a British Columbia corporation  
 6 headquartered in Mission, British Columbia. It was a member of the CSSB in or around 2012 to  
 7 2017. During the Class Period, S&K and/or its predecessors, agents, wholly owned or controlled  
 8 subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and shingles in  
 9 interstate commerce, directly to purchasers in the United States.

10 122. Sherico Cedar Products (“Sherico”) is a Washington corporation headquartered in  
 12 Forks, Washington. It was a member of the CSSB in or around 2012 and 2013. During the Class  
 13 Period, Sherico and/or its predecessors, agents, wholly owned or controlled subsidiaries, or  
 14 affiliates manufactured and sold Certi-Label cedar shakes and shingles in interstate commerce,  
 15 directly to purchasers in the United States.

16 123. Stave River Industries Ltd. (“Stave River”) was a British Columbia corporation  
 17 headquartered in Maple Ridge, British Columbia. It was a member of the CSSB in or around  
 18 2012 and 2015. During the Class Period, Stave River and/or its predecessors, agents, wholly  
 19 owned or controlled subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes  
 20 and shingles in interstate commerce, directly to purchasers in the United States.

21 124. Twin River Lumber is a British Columbia business based in Malakwa, British  
 22 Columbia. It was a member of the CSSB in or around 2013, 2016, and 2017. During the Class  
 23 Period, Twin River Lumber and/or its predecessors, agents, wholly owned or controlled  
 24 subsidiaries, or affiliates manufactured and sold Certi-Label cedar shakes and shingles in  
 25 interstate commerce, directly to purchasers in the United States.

26 125. Western Gold Cedar Products (“Western Gold”) is an Alaskan business based in  
 27 Thorne Bay, Alaska. It was a member of the CSSB in or around 2016. During the Class Period,  
 28

1 Western Gold and/or its predecessors, agents, wholly owned or controlled subsidiaries, or  
 2 affiliates manufactured and sold Certi-Label cedar shakes and shingles in interstate commerce,  
 3 directly to purchasers in the United States.

4 126. Wilson Shake Mill was a Washington business based in Chehalis, Washington. It  
 5 was a member of the CSSB in or around 2012. During the Class Period, Wilson Shake Mill  
 6 and/or its predecessors, agents, wholly owned or controlled subsidiaries, or affiliates  
 7 manufactured and sold Certi-Label cedar shakes and shingles in interstate commerce, directly to  
 8 purchasers in the United States.

## 9 **V. TRADE AND COMMERCE**

10 127. During the Class Period, Defendants engaged in conduct both inside and outside  
 12 of the United States that caused direct, substantial, and reasonably foreseeable and intended  
 13 anticompetitive effects upon interstate commerce within the United States.

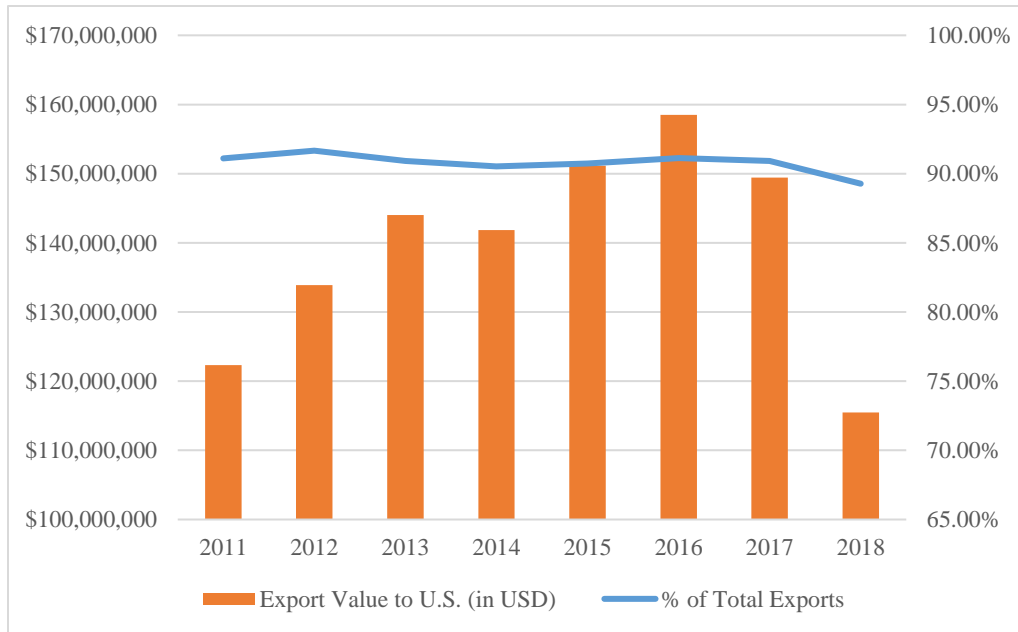
14 128. During the Class Period, each Manufacturer Defendant, directly or through its  
 15 subsidiaries or other affiliates, sold Certi-Label cedar shakes and shingles in the United States in  
 16 a continuous and uninterrupted flow of interstate commerce and foreign commerce, including  
 17 through and into this judicial district.

18 129. The United States is the largest market for Certi-Label cedar shakes and shingles  
 19 in the world, valued at hundreds of millions of dollars annually. During the Class Period, the  
 20 Manufacturer Defendants and their co-conspirators collectively possessed a sizeable majority  
 21 share of this market.

22 130. Most Certi-Label cedar shakes and shingles are manufactured in British  
 23 Columbia—mostly by the Manufacturer Defendants—and then imported into the United States.  
 24 According to official Canadian export data, between 2011 and 2018, roughly \$1.1 billion worth  
 25 of Certi-Label cedar shakes and shingles were imported into the United States from British  
 26 Columbia (nearly 10% of these imports were into Washington), or more than \$139 million, on  
 27 average, worth of Certi-Label cedar shakes and shingles per year. This equates to nearly 91% of  
 28

all Certi-Label cedar shakes and shingles manufactured in British Columbia being imported into the United States between 2011 and 2018.

131. The following chart shows the dollar value (in U.S. Dollars) of British Columbia Certi-Label cedar shakes and shingles exports to the United States, as well as the percentage of all Certi-Label cedar shakes and shingles exported from British Columbia to the United States:



132. All CSSB manufacturers (the Manufacturer Defendants and co-conspirators) participate in and sell the vast majority of their Certi-Label cedar shakes and shingles in the United States, and due to the “All or Nothing” Rule, all of the Certi-Label cedar shakes and shingles sold by CSSB manufacturers in the United States were Certi-Label cedar shakes and shingles.

133. Thus, during the Class Period, Defendants engaged in conduct both inside and outside the United States that caused direct, substantial, and reasonably foreseeable and intended anticompetitive effects upon interstate commerce within the United States.

134. Defendants’ business activities substantially affected interstate trade and commerce in the United States and caused antitrust injury in the United States.

135. By reason of the unlawful activities hereinafter alleged, Defendants substantially

1 affected commerce throughout the United States, causing injury to Plaintiffs and members of the  
 2 Classes. Defendants, directly and through their agents, engaged in activities affecting all states,  
 3 to fix, raise, maintain or stabilize prices for Certi-Label cedar shakes and shingles, which  
 4 unreasonably restrained trade and adversely affected the market for such products.

## 5 **VI. FACTUAL ALLEGATIONS**

### 6 **A. CSS Products Generally**

7 136. Cedar shakes are rustic looking and used in roofing. Cedar shingles, which are  
 8 used in both roofing and sidewall applications, are uniformly sawn for a consistent and even  
 9 thickness and provide a uniform machine-produced look. According to G&R Cedar's website,  
 10 "[t]he main difference between a shingle and a shake is that a shingle is sawn on both sides for a  
 12 smooth, tailored appearance, while a shake is split on the face, and sawn on the back, for a  
 13 rougher, rustic look."

14 137. Illustrative examples of a cedar shake and a cedar shingle are shown below:



18 **Cedar Shake (Split and Resawn)**





### Cedar Shingle (Sawn)

138. Certi-Label cedar shakes and shingles are produced from logs and cut blocks of Western Red Cedar (*Thuja plicata*) or Alaskan Yellow Cedar (*Cupressus nootkatensis*). Western Red Cedar and Alaskan Yellow Cedar are commercially available only in the Pacific Northwest, and British Columbia has the world's largest supply of standing Western Red Cedar.

139. Both Western Red Cedar and Alaskan Yellow Cedar are durable, naturally water-resistant, and highly resistant to decay, and both species are used for a variety of building applications outside of Certi-Label cedar shakes and shingles (e.g., decking, fencing, and landscaping).

140. As used in this Complaint, "Certi-Label cedar shakes and shingles" and "Certi-Label products" refers to the following cedar products bearing the Certi-Label trademark of the CSSB: Certigrade Shingles, Certi-Sawn Shakes, and Certi-Split Shakes.

141. Certi-Label shakes and shingles are all produced from the same raw materials: cedar logs and cut blocks.

## B. Industry Background

### 1. CSSB and the Certi-Label Trademark

142. For more than a century, the CSSB has been the preeminent regulator of the cedar shake and shingle industry in the United States and Canada.

143. The CSSB drafted and holds the copyright to the CSSB-97 grading and packing rules. CSSB-97 grading rules cover two species of cedar: Western Red Cedar and Alaskan Yellow Cedar.

144. The CSSB also owns the Certi-Label trademark. As will be described in more detail below, CSSB's intellectual property in Certi-Label and the CSSB-97 grading rules enabled it to enforce its price-fixing conspiracy.

145. A manufacturer must be a member of the CSSB in order to use the Certi-Label trademark and affiliated copyrights. As the CSSB explains in its *Certi-Label Cedar Shake and Shingle Product Catalog*: "Cedar shakes and shingles manufactured by members of the [CSSB]

are the only products labeled with the ‘Certi’ brand name.”

146. Certi-Label cedar shakes and shingles fall into three main categories: Certi-Split shakes, Certigrade shingles, and Certisawn shakes. Each of these three main product types are described in greater detail below:

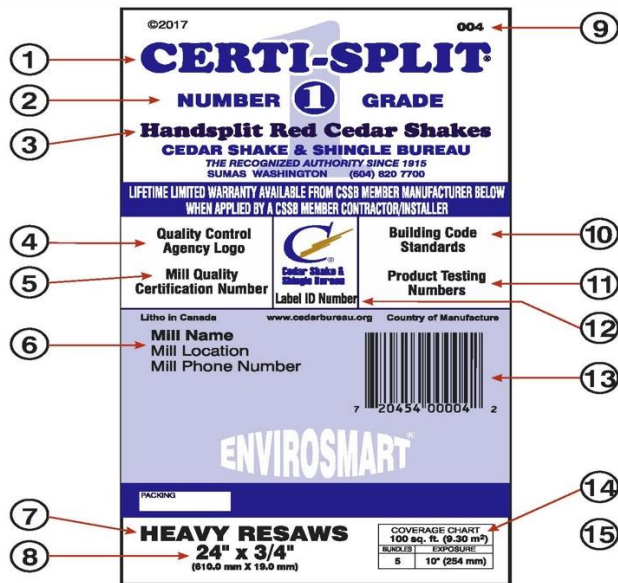
- a. Certi-Split Shakes: These shakes have a split face exposed with a naturally rustic appearance and are sawn the back. The most common lengths for this shake are 18" and 24", and the butt thickness ranges from 3/8" to 2" plus.
- b. Certisawn Shakes: These shakes are sawn on both sides for a semi-textured look with a stronger shadow-line than a shingle. The most common lengths for this shake are 18" and 24", and the butt thickness ranges from 5/8" to 1.5".
- c. Certigrade Shingles: These shingles are sawn on both sides for a tailored appearance and are available in 16", 18", or 24" lengths. The butt thickness is gauged using a stack of shingles.

147. In order to distinguish products of different qualities, each certification has stringent requirements setting forth how the product will “grade,” taking into consideration numerous factors such as how clear the wood is, the thickness of the product, and the grain of the wood. For instance, Certigrade shingles are broken down into Number 1 Grade, Number 2 Grade, Number 3 Grade, and Undercoursing Grade products.

148. The CSSB aggressively promotes its Certi-Label. For example, the CSSB website contains a 20-page brochure explaining how to read CSSB Certi-Labels and different shake and shingle grades, which includes examples of all CSSB Certi-Label products:

**HOW TO READ A CERTI-LABEL®**

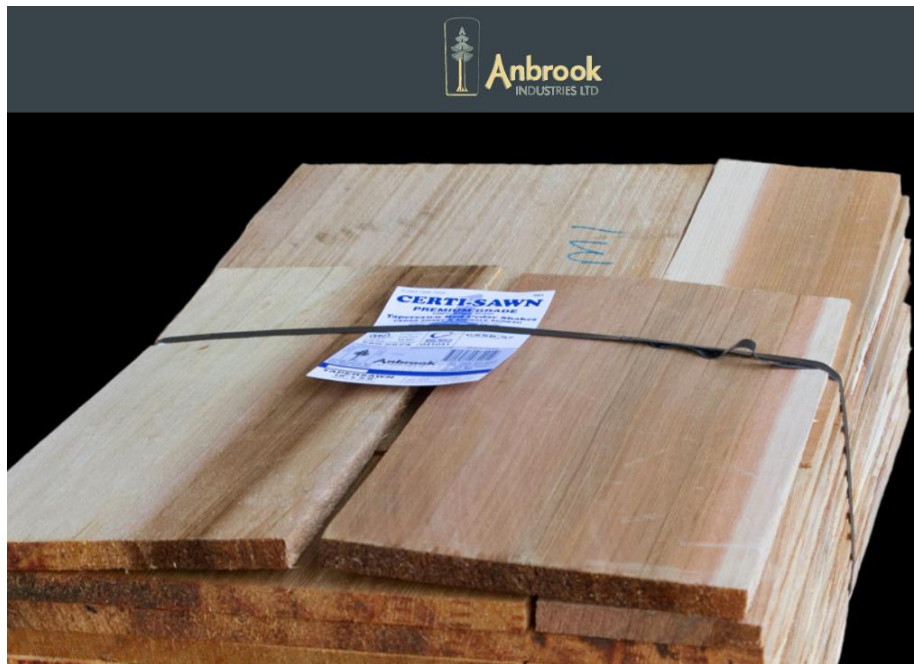
Each bundle of product has the mill's distinctive Certi-label® tucked under the bundle strap. Asking for "the blue label" or "number one blue label" is not specific enough: CSSB members' products are the only ones with the "Certi" brand name on the label.



- |   |  |
|---|--|
| 1. The "Certi" Brand Name - Your Quality Assurance                      | 8. Product Dimensions                        |
| 2. Product Grade  | 9. Cedar Bureau Label Number                 |
| 3. Product Type   | 10. Building Code Compliance Numbers         |
| 4. Independent, 3 <sup>rd</sup> Party, Quality Control Agency           | 11. Product Performance Tests Passed         |
| 5. This Number Shows Compliance with Total Quality Manufacturing System | 12. Label Identification Number              |
| 6. Mill Name, Location and Phone Number                                 | 13. UPC Code                                 |
| 7. Industry Product Description   | 14. Coverage Chart and Recommended Exposure  |
|   | 15. Application Instructions on Reverse Side |

- Page 2 of 20 -

149. As reflected in the label above, identification of the mill that produced the Certi-Label CSS is less significant than, and secondary to, the product's identification with the CSSB and its Certi-Label trademark. Mills emphasize the Certi-Label trademark and the product's connection with the CSSB, as the images below reflects. In other words, one of the primary ways—if not the primary way—CSSB mills identify their product is through the "Certi" brand. There is thus minimal differentiation between CSSB members and their products, and that lack of differentiation is intentional.



150. Additionally, as the label reflects, there is a lifetime limited warranty on Certi-Label CSS—but only when applied by a CSSB member-approved installer. This incentivizes contractors to choose Certi-Label CSS and to work with the CSSB so that they may receive the benefits of the CSSB-related warranty.

151. The Certi-Label above further identifies a third-party inspector, which for the CSSB members is Intertek. The CSSB has an exclusive agreement with Intertek, whereby Intertek has agreed that it will only inspect CSS for CSSB member mills. Thus, if a non-CSSB member mill wanted to confirm that their CSS met the CSSB-97 grading rules, it would not be able to seek Intertek's inspection services. The only one other major inspector of CSS is QAI Laboratories.

152. Since 2011, the CSSB has regularly made statements in the marketplace that Intertek provides the only reliable inspection service in the industry. Clay Walker of the CSSB, Waldun Walker's brother, was also responsible for supervising Intertek.

153. The CSSB has aggressively and successfully promoted its CSSB-97 grading rules and its trademarked Certi-Label cedar shakes and shingles. As a result, "non-bureau" mills cannot use the Certi-Label trademark or packing slips on their products. This is significant because the Certi-Label is perceived as guaranteeing a certain quality of product. This is further evidenced by the fact that the CSSB-97 grading rules, which govern the production and packing of shake and shingle products, have been widely incorporated into building codes throughout the United States and Canada. For example, Sections 1507.8 and 1507.9 of the International Building Code, and Sections R905.7 and R905.8 of the International Residential Code—which serve as blueprints for many local building codes—require Cedar wood shingles and shakes used in siding and roofing applications to conform with CSSB grading rules. In a flyer describing its mission and activities, CSSB advertises its "proactive involvement in grading rule and building code changes" and "coordination of legislative work" and touts "Building Code Lobbying" as a benefit of CSSB membership. CSSB has touted in promotional materials that at least forty-six states plus Washington, D.C. have adopted the International Building Code as well as the International Residential Code.

154. These legislative efforts are flanked by a general marketing campaign to promote Certi-Label CSS in the industry. As the CSSB explains on its website, it "is committed to a



1 strong marketing program” and “[t]he ‘Certi’ brand is actively promoted in all CSSB marketing  
2 efforts; trade shows, product labeling, magazine ads, District Manager seminars, literature, media  
3 relations and much more.” The CSSB has used this marketing program to cultivate a perception  
4 of superior quality of Certi-Label CSS, for example, stating in promotional materials that it is a  
5 “big myth” that “All cedar’s the same”—“WRONG! There is a Certi-label™ difference.”

6 155. As a result, notwithstanding the fact that “non-bureau” mills can and do comply  
7 with the CSSB-97 grading rules, the Certi-Label label is perceived as guaranteeing a certain  
8 quality of product. The CSSB explains on its website that it “is committed to a strong marketing  
9 program” and “[t]he ‘Certi’ brand is actively promoted in all CSSB marketing efforts; trade  
10 shows, product labeling, magazine ads, District Manager seminars, literature, media relations and  
12 much more.” Thus, while non-Certi-Label may be equal to or even superior to Certi-Label CSS  
13 in quality, as a result of the CSSB’s successful promotional efforts for its CSSB-97 grading and  
14 Certi-Label trademark—as well as efforts to cast doubt on the quality of non-Certi-Label  
15 products (described below)—there is a perception among contractors, architects, and others that  
16 the only way to ensure compliance with CSSB-97 grading and building codes is to use Certi-  
17 Label CSS. The CSSB has cultivated this perception, in promotional materials.

18 156. The CSSB also warns consumers about the potential use of products bearing  
19 competing labels that are not CSSB Certi-Labels, further amplifying the purported difference  
20 between products bearing the trade association’s trademark and those that do not. This is part of  
21 the services the CSSB says it provides its members, but it is also a reminder to members of the  
22 influence and power the CSSB has to undermine non-members and non-Certi-Label CSS. For  
23 example, the CSSB issued the following “Consumer Service Alert”:



## Consumer Service Alert

**It's within your right to **REJECT**  
off-grade, non-code-compliant  
cedar shakes and shingles  
at your yard or job site ...**



Quality bundle



Off-grade, non-code-compliant bundle

**... because off-grades are **FRAUDULENT****

An off-grade, non-code-compliant roof, one that doesn't comply with UBC 15-3 or UBC 15-4, is subject to a building code official's red tag/stop work order and imminent tear off.

**FRAUD ALERT... FRAUD ALERT... FRAUD ALERT... FRAUD ALERT...**

157. The cumulative effect of CSSB's efforts is that the CSS market is effectively segmented into Certi-Label CSS produced by CSSB member mills, and non-Certi-Label CSS. The market share of Certi-Label CSS exceeds 90% in all regional markets, and is near 100% northeastern United States, Pacific Northwest, Mountain West, and Midwest—the parts of the country where the substantial majority of CSS is used—while non-Certi-Label CSS is a much smaller market with relatively little demand.

158. The distinction between Certi-Label and non-Certi-Label CSS does not necessarily reflect any material differences between CSS products. “Non-bureau” mills can and do comply with the CSSB-97 grading rules, and non-Certi-Label CSS may be equal to or even superior to Certi-Label CSS in quality. However, since CSSB owns the Certi-Label trademark, these “non-bureau” mills cannot use the Certi-Label brand to convey the quality of their product. Because of CSSB's promotion of its CSSB-97 grading rules and Certi-Label trademark—as well as efforts to cast doubt on the quality of non-Certi-Label products—there is a perception among



1 contractors, architects, and others that the only way to ensure compliance with CSSB-97 grading  
2 and building codes is to use Certi-Label CSS.

3 159. As a result of this perception, which the CSSB and the Manufacturer Defendants  
4 have established and cultivated, Certi-Label CSS and non-Certi-Label CSS effectively constitute  
5 two different product segments. This is evidenced by the fact that Certi-Label CSS commands a  
6 price premium of 15% to 25% over non Certi-Label CSS, even if that product is comparable or  
7 superior to the Certi-Label product.

8 160. Because the Certi-Label label is limited to CSSB members, manufacturers of CSS  
9 that are not members of the CSSB have access to only a small fraction of the CSS market, in  
10 which CSS is sold at a discount even when of the same quality as Certi-Label CSS. Without  
11 membership in the CSSB, a manufacturer of CSS is unable to effectively compete in the United  
12 States market for CSS, and as a result, during the last 20 years, the vast majority of all Canadian  
13 and US-based manufacturers of CSS have been members of the CSSB.

14 161. During the Class Period, Certi-Label CSS accounted for roughly 95% of the CSS  
15 purchased in the United States.

## 16 17 **2. The CSSB's Structure, Bylaws and Meetings**

18 162. The CSSB traces its origin to a June 1915 meeting of the Trustees of the West  
19 Coast Lumber Manufacturers Association, at which "it was agreed to establish a branch of the  
20 association to serve those members who manufactured shingles." This organization merged with  
21 the Handsplit Shake Bureau in 1963 to become the Red Cedar Shingle & Handsplit Bureau. In  
22 1988, the organization's name was officially changed to the Cedar Shake & Shingle Bureau.

23 163. In or around 2002, a competing trade association, the "B.C. Shake and Shingle  
24 Association" ("BCSSA") was "rejuvenated" by certain CSS mills. As a precondition to its  
25 rejuvenation, CSSB insisted that the BCSSA—which repeatedly lamented competition among  
26 mills—"not overlap or duplicate efforts," which BCSSA agreed to.

27 164. For example, a February 26, 2007 BCSSA newsletter stated: "As I see it, over the  
28

1 last number of years we haven't stood up for our real cedar and industry terms, we've just  
2 competed inside our existing market share with who's better than the next guy. Imagine the  
3 possibilities if we all actually promoted and marketed real cedar shakes and shingles as the finest  
4 roofing product in the world!"

5 165. The BCSSA folded in or around late 2010. The circumstances surrounding the  
6 BCSSA's closure are unknown at this time, but Plaintiffs believe that discovery will reveal an  
7 agreement between BCSSA and CSSB to combine their operations.

8 166. Consequently, throughout the Class Period, the CSSB has been the sole trade  
9 association for CSS manufacturers and the preeminent regulator of the CSS industry in the  
10 United States and Canada.

12 167. The CSSB grants its member manufacturers weighted votes based on each  
13 manufacturer's annual CSS production, and the Manufacturer Defendants—among the largest  
14 manufacturers of CSS in the world—have a combined voting power of more than 50%. This  
15 gives the Manufacturer Defendants significant power within the CSSB, including the ability to  
16 ensure members that discount below the agreed upon price levels are expelled from the CSSB.

17 168. The Manufacturer Defendants' employees have also served in leadership  
18 capacities on the CSSB Board of Directors throughout the Class Period. For example, Anbrook's  
19 Meeker has served as the CSSB Board of Director's Chairman and Vice Chairman and Waldun's  
20 Walker has served as the Secretary/Treasurer on the CSSB Board of Directors.

21 169. Waldun's Walker and Anbrook's Meeker are both members of major Canadian  
22 cedar industry families who grew up together in Mission, British Columbia. They have been  
23 close friends since childhood.

24 170. The Manufacturer Defendants have sat on CSSB's board since at least 2012.  
25 During this same period, representation by other CSS manufacturers has trended downward, as  
26 shown in the below chart:

	2012	2013	2014	2015	2016	2017	2018	2019
<b>Anbrook</b>	X	X	X	X	X	X	X	X
<b>G&amp;R</b>	X	X	X	X	X	X	X	X
<b>Waldun</b>	X	X	X	X	X	X	X	X
<b>A&amp;R Cedar or S&amp;W<sup>2</sup></b>								X
<b>Anderson</b>	X	X	X	X	X	X	X	
<b>Best</b>	X	X	X			X	X	X
<b>Premium Cedar</b>	X	X	X	X	X	X	X	X
<b>S&amp;K</b>		X	X	X	X			
<b>Serpentine</b>	X	X	X					
<b># of Manufacturers</b>	7	8	8	6	6	6	6	6

171. The Manufacturer Defendants’ employees have also served in leadership capacities on the CSSB Board of Directors throughout the Class Period. For example, Anbrook’s Meeker has served as the CSSB Board of Director’s Chairman and Vice Chairman and Waldun’s Walker has served as the Secretary/Treasurer on the CSSB Board of Directors. In addition, Clay Walker, the brother of Waldun’s Walker, is CSSB’s “Cedar Quality Auditor” and CSSB’s “District Manager” for the Pacific Northwest region.

172. Throughout the Class Period, the Manufacturer Defendants have utilized their weighted voting power to defeat proposals by smaller CSSB manufacturers, including proposals to eliminate weighted voting on non-manufacturing members and to impose term limits on directors.

173. Throughout the Class Period, the Manufacturer Defendants also have utilized

---

<sup>2</sup> S&W was added to the CSSB board in September 2018 and terminated from the CSSB in January 2019. After S&W was terminated from the CSSB, the CSSB board appointed A&R Cedar to fill the vacancy, but as a result of the S&W Lawsuit, S&W regained its CSSB membership and board position in April 2019, and A&R Cedar became an “ex officio” member of the CSSB board. Because S&W’s position on the board is still in dispute, it is included with A&R Cedar above.

1 their weighted voting power to consolidate their power over the CSSB by, among other things,  
2 adopting bylaw changes that reduced the number of seats on the Board of Directors (from 12 to  
3 10 directors in 2016, and from 10 to 9 directors in 2018), reducing membership meeting quorum  
4 requirements (from 40% of the membership to ultimately only members holding 10% or more of  
5 the total votes of CSSB members entitled to vote), and ensuring the Board Chairman was not  
6 constrained by the historic practice of voting only in the event of a tie but instead was afforded  
7 full voting rights like other members of the Board of Directors.

8 174. For approximately the last five years or more, the CSSB had in fact refused to  
9 disclose the voting power of each of its member mills, which prevents CSSB's membership from  
10 knowing who controls the CSSB—and specifically, the fact that three member mills (the  
12 Manufacturer Defendants) control over 50% of the voting power.

13 175. Additionally, there are times when a much smaller group within the CSSB Board  
14 of Directors, with representatives from only a few CSSB members (but always with  
15 representatives from the Manufacturer Defendants), have held “emergency” sessions without the  
16 full Board. During at least one of those occasions, the smaller group of Board Members  
17 (including personnel from the Manufacturer Defendants), voted to so seriously penalize another  
18 member mill that it was constructively terminated from the CSSB. Likewise, although Intertek  
19 inspector Wayne Rourke was typically invited to participate in CSSB Board meetings when a  
20 member mill was facing potential termination of its membership, when S&W was terminated, he  
21 was not invited to participate. These examples reflect that the Manufacturer Defendants could in  
22 fact wield the power of the CSSB to boycott mills who did not comply with their dictates and  
23 price-fixing conspiracy.

24 176. The CSSB also imposes strict confidentiality requirements for its Board of  
25 Directors, which prevents the CSSB membership from discovering the Board's anticompetitive  
26 conduct and decision-making. Board members have private logins to the Board of Director's  
27 portal on CSSB's website (the “Directors Login”), in which Board Members can access and  
28

1 exchange sensitive information.

2 177. Throughout the Class Period, the CSSB bylaws have prevented its member  
3 manufacturers from producing non-Certi-Label cedar shakes and shingles. As noted earlier, this  
4 is known within the CSSB as the “All or Nothing Rule.”

5 178. Specifically, Article III § 2 of the CSSB bylaws provides, in relevant part, that  
6 “[t]o become a Mill-Member, a person or entity must: (a) manufacture or process only Products  
7 that comply with CSSB’s Product quality, inspection, grading and labeling policies, procedures,  
8 rules, regulations and standards.” The CSSB requires that “[a]ll mills under [a member’s] control  
9 or ownership must be disclosed” and that members “agree[] to notify CSSB immediately when  
10 mill ownership or location(s) change.” Furthermore, it requires not only the names and locations  
12 of these other mills but also precisely the number of various machines installed at each location,  
13 such as shingle machines, shake resaw machines, splitting machines, and other types of  
14 machines.

15 179. The “All or Nothing Rule” was strengthened by the CSSB Board in November  
16 2018—on the motion and second of Waldun’s Walker and Anbrook’s Meeker—to “ensure that  
17 all enterprises owned, operated, or controlled by a Member that are involved in the manufacture,  
18 distribution, or sale of [CSS] apply for and become CSSB Members,” such that they could  
19 manufacture, distribute, and sell only Certi-Label product. This rule was strengthened because  
20 one or more CSSB members had created non-CSSB “spin-off” corporations to manufacturer  
21 and/or sell non-Certi-Label cedar shakes and shingles.

22 180. Under the terms of the “All or Nothing Rule,” a manufacturer would be expelled  
23 from the CSSB if it manufactured and sold *any* CSS that did not carry the Certi-Label.  
24 Defendants have used the “All or Nothing Rule” to punish at least one CSS manufacturer that  
25 was competing with the Manufacturer Defendants on the basis of price in the United States  
26 market for CSS.

27 181. The only way for a manufacturer to sell non-Certi-Label CSS was to leave the  
28

1 CSSB, in which case it could not sell any Certi-Label products at all. This rule prevented CSSB  
2 members from selling non-Certi-Label product at lower prices, further cementing the near 100%  
3 share of Certi-Label CSS in many markets.

4 182. Throughout the Class Period, the terms of CSSB membership also prohibited  
5 members from participating in any other organization or trade association that was “in  
6 competition with the business conducted by the Cedar Bureau.” This rule prevented CSSB  
7 members from using Certi-Label while, at the same time, marketing their product under  
8 additional quality labels and grading standards administered by another organization. Such  
9 alternatives could have emerged in a more competitive environment.

10 183. The “All or Nothing Rule” and non-competition clause were part and parcel of the  
12 horizontal price fixing conspiracy. Collectively, these rules ensure that the CSSB and its Certi-  
13 Label trademark are “the only game in town,” while non-Certi-Label CSS remains an  
14 unattractive niche market for producers. Any CSS manufacturer that wanted to enter this niche  
15 market, or that tried to establish or participate in a competing quality grading system, would  
16 inevitably lose its access to the vastly larger and substantially more profitable market for Certi-  
17 Label CSS.

18 184. The CSSB maintains strict supervision over its members, particularly member  
19 mills. One of the ways in which it does so is by making in-person visits to all CSSB members  
20 mills to ensure compliance with CSSB dictates. The CSSB in fact performs random,  
21 unannounced audits. The in-person visits are often conducted by CSSB’s Cedar Quality  
22 Auditor—Clay Walker—the brother of Waldun’s Walker. In 2015, for example, Clay Walker  
23 visited and inspected every CSSB member mill—some on many occasions.

24 185. By sending CSSB representatives directly to the member mills for in-person  
25 inspections and visits, the CSSB and the Manufacturer Defendants were able to directly and  
26 periodically have private meetings with the co-conspirators to maintain the price-fixing  
27 conspiracy, including by exchanging and collecting competitively sensitive information. These  
28

meetings also allowed the CSSB and the Manufacturer Defendants to “keep an eye” on CSSB member mills and enforce compliance with their price-fixing conspiracy.

186. As the CSSB’s auditor, Clay Walker also had the power to identify purportedly non-CSSB compliant CSS products, and “red tag” that product, meaning the product could not be sold until either he or Interek (under his supervision) re-graded or re-inspected the CSS. In other words, the CSSB and the Manufacturer Defendants had the power to prevent the sale of CSS products made by CSSB member mills. This authority allowed Defendants to wield additional control over CSSB member mills and to force their compliance with Defendants’ wishes or risk being denied the ability to sell their products.

187. The CSSB holds its Annual General Meeting, which includes a meeting of the Board of Directors, every fall.

188. The Annual General Meetings during the Class Period were held on the following dates at the following locations:<sup>3</sup>

- a. 2013: October 23, 2013 in Las Vegas, Nevada;
- b. 2015: September 10–12, 2015 in Whistler, British Columbia;
- c. 2016: August 26–27, 2016 in Vancouver, British Columbia; and
- d. 2017: September 15, 2017 in Abbotsford, British Columbia.

189. In its newsletter, *Certi-Scene*, CSSB touts benefits of attending the Annual General Meeting as including the following: (a) “information sharing and business education”; (b) “see[ing] what their association is doing to promote and protect the Certi-label™ brand”; (c) “high levels of member engagement and excellent conversation about protecting and promoting the Certi-label™ brand”; and (d) “enjoy[ing] excellent networking with colleagues.”

190. In addition to its annual meeting, the CSSB Board of Directors also holds regular conference calls and in-person meetings throughout the year. For example, on February 17, 2016 the CSSB Board of Directors held a conference call that included a confidential portion to which

---

<sup>3</sup> Plaintiffs are not yet aware of the dates and locations of the Annual General Meetings held in 2011, 2012, 2014, and 2018.



1 non-members were not invited, and on May 27, 2016 the CSSB Board of Directors met in Ocean  
2 Shores, Washington.

3 191. CSSB members also attend *ad hoc* events on a regular basis. For instance, on  
4 December 17, 2015, the CSSB hosted a Lifetime Achievement Awards luncheon in Bellingham,  
5 Washington that was attended by the Manufacturer Defendants and other CSSB manufacturers.

6 192. These meetings provided the Defendants and co-conspirators many opportunities  
7 to conspire on the pricing of Certi-Label cedar shakes and shingles and the discipline of price  
8 discounters within the CSSB.

### 9 **3. The Domestic Certi-Label Cedar Shakes and Shingles Market**

10 193. The United States cedar shakes and shingles market is a national market valued in  
12 the hundreds of millions of dollars annually.

13 194. A July 2018 report by BCC Research titled “Residential Roofing Materials: The  
14 North American Market” estimates 2018 total North American residential roofing material  
15 market sales of “nearly \$13.0 billion.” Furthermore, based on declarations filed by experienced  
16 industry participants, including Terry Adkins and Lynne Christensen, in a lawsuit that S&W  
17 recently filed, wood products represent approximately 2.1% to 3% of the residential roofing  
18 material market. Using these statements and figures, it is estimated that the annual volume of  
19 wood roofing products sold in North America is between approximately \$270 million and \$390  
20 million, with the lion’s share sold into the United States.

21 195. Cedar is the most popular wood siding and roofing choice and offers significant  
22 advantages for insulation and durability over the more common asphalt shingle roof. Cedar is  
23 also considerably more expensive than alternative roofing materials like asphalt shingles and  
24 vinyl siding because it is widely considered to be more visually pleasing as well as more durable  
25 than other products. Roofs made of CSS are considered more to have a more “classic” look, and  
26 indeed, in some areas, cedar or wood roofing may even be required, such as in historic districts.

27 196. Approximately \$5.6 billion of softwood lumber imports were reported by the U.S.  
28

1 Commerce Department in 2017, including cedar, spruce, and Douglas fir. Cedar shakes and  
2 shingles represent a substantial portion of this commerce. A roof made of CSS can be a  
3 significant part of a home's value. While roofing and siding generally constitute 10% of the cost  
4 of a home, cedar shakes and shingles constitutes a proportionally higher percentage due to the  
5 price premium they command over alternative products.

6 197. Installing cedar roof shingles (for a roof size of 1,400-2,100 square feet) currently  
7 costs approximately \$12,800–\$19,700, depending on the type and finish options. Because shakes  
8 are a premium quality product and are also harder to install, installing cedar roofing shakes can  
9 cost up to 1.5–2 times as much as shingles. On average, installation of cedar roofing shakes costs  
10 approximately \$15,200–\$24,000 (for a roof size 1,400–2,100 square feet), depending on the type  
11 and finish options.

12 198. CSSB Certi-Label shakes and shingles, which are installed on the roofs and  
13 exterior walls of residential dwellings and commercial buildings, account for roughly 95% of the  
14 cedar shake and shingles purchased in the United States. As a result of CSSB's promotional  
15 efforts, there are effectively two segments to the CSS market: (a) Certi-Label CSS and (b) non-  
16 Certi-Label CSS.

17 199. Manufacturers that do not have the ability to market their products as Certi-Label  
18 cedar shakes and shingles only have access to a small fraction of the high-end cedar shake and  
19 shingle market.

20 200. As a result, a manufacturing participant in this market must be a member of the  
21 CSSB. Although non-CSSB or "non-bureau" mills can produce shingles that comply with the  
22 CSSB-97 grading rules, the substantial price difference between CSSB Certi-Label cedar shakes  
23 and shingles and the same grades produced by non-bureau mills is 15%–25%. This prevents non-  
24 bureau mills from being able to compete effectively for the high-value cedar logs and cut blocks  
25 that must be obtained in order to produce high-end cedar shake and shingle products.  
26  
27  
28

**C. The structure and characteristics of the Certi-Label cedar shakes and shingles market make the conspiracy economically plausible.**

201. The market for CSS, and particularly Certi-Label CSS, has several characteristics that make it conducive to collusion. The DOJ has emphasized that structural market factors, such as those discussed below, can be important in assessing whether conspiratorial conduct in violation of the antitrust laws has occurred:

While collusion can occur in almost any industry, it is more likely to occur in some industries than in others. An indicator of collusion may be more meaningful when industry conditions are already favorable to collusion.

- Collusion is more likely to occur if there are few sellers. The fewer the number of sellers, the easier it is for them to get together and agree on prices, bids, customers, or territories. *Collusion may also occur when the number of firms is fairly large, but there is a small group of major sellers and the rest are “fringe” sellers who control only a small fraction of the market.*

- The probability of collusion increases if other products cannot easily be substituted for the product in question or if there are restrictive specifications for the product being procured.

- The more standardized a product is, the easier it is for competing firms to reach agreement on a common price structure. It is much harder to agree on other forms of competition, such as design, features, quality, or service. . . .

- *Collusion is more likely if the competitors know each other well through social connections, trade associations, legitimate business contacts, or shifting employment from one company to another.*

- *Bidders who congregate in the same building or town* to submit their bids have an easy opportunity for last-minute communications.

(Emphases added).

**1. The Certi-Label cedar shakes and shingles market is vertically integrated.**

202. The cedar shake and shingle industry has become highly vertically integrated,

1 particularly as a result of acquisitions by the Manufacturer Defendants.

2 203. For example, Defendant Waldun states on its website that it “has integrated the  
3 various aspects of cedar manufacturing, producing cedar lumber, shakes, and value-added  
4 rebutted and rejoined sidewall shingles.”

5 204. Vertically integrated industries such as this one are highly susceptible to collusion  
6 because the dominant firms control all or nearly all aspects of the supply chain, and thus have the  
7 ability to coordinate on output and inventory levels and, ultimately, prices.

8 **2. Demand for Certi-Label cedar shakes and shingles is inelastic.**

9 205. Consumer demand for cedar shakes and shingles is relatively unaffected by price,  
10 thus rendering it inelastic. Inelastic demand means that increases in price result in limited  
12 declines in quantity sold in the market. In order for a group of companies to profit from raising  
13 prices above competitive levels, demand must be inelastic at competitive prices, which allows  
14 group members to raise prices without seeing a decline in sales revenue.

15 206. While demand for cedar shakes and shingles is driven by residential and  
16 consumer construction, consumer demand for these particular products is unaffected by a  
17 significant and non-transitory price increase in them.

18 207. Demand inelasticity for cedar shakes and shingles is not surprising when one  
19 examines their distinctive product qualities and attributes compared to shakes and shingles not  
20 bearing the CSSB’s Certi-Label as well as other roofing and siding materials, as discussed  
21 further below.

22 **3. Certi-Label cedar shakes and shingles are commodity-like**  
23 **products.**

24 208. Cedar shake and shingle products bearing the CSSB’s Certi-Label trademark—the  
25 products at issue in this case—are undifferentiated, commodity-like products because each  
26 manufacturers’ product within a relevant product type, size, and grade is interchangeable with the  
27 corresponding product of another manufacturer that also bears the Certi-Label trademark for that  
28 particular product type, size, and grade.

209. Stated another way, Certi-Label cedar shakes and shingles are commodity-like products with little or no product differentiation based on manufacturer. To be sold as a product bearing the CSSB Certi-Label, all products must be uniform and meet the specifications required by the CSSB.

210. Consequently, price is the primary basis on which the Manufacturer Defendants and co-conspirator manufacturers compete for sales. In cases like this, anticompetitive coordination on pricing among competitors is easier because they cannot differentiate their products on other bases, like meaningful quality differences, to customers.

**4. There are no significant substitutes for cedar shakes and shingles.**

211. There are no significant substitutes for Certi-Label cedar shakes and shingles. While there are potential substitute products—non-Certi-Label shakes and shingles, asphalt shingle roofs, ceramic tile roofs, slate roofs, vinyl siding, or a different type of wood siding—the characteristics of those products lack the unique characteristics of Certi-Label cedar wood shakes and shingles. Moreover, non-Certi-Label CSS is often not an option either, given that CSSB-97 grading is required by many building codes and not all mills can get the inspections necessary to reflect that they have complied with this grading. As a result, there are no significant substitutes for Certi-Label CSS.

212. Cedar shakes and shingles have a historic appearance and texture that cannot be attained with modern non-cedar products. They are considered high-end products that have a distinctive look and feel. They are typically found on more expensive homes and upscale commercial buildings. One exemplar follows:



**Residence with Cedar Shakes and Shingles**

213. Cedar shakes and shingles are also more durable, which offers long-term cost savings compared to other products. This is reflected in the fact that these products have significantly longer warranties than alternative products.

214. As discussed above, the CSSB label is perceived as guaranteeing a certain quality product, and due to that reputation, many architects and builders require Certi-Label products in their building specifications. As evidence of this, Certi-Label cedar shakes and shingles have near 100% market share in the northeastern United States, Pacific Northwest, Mountain West, and Midwest—the parts of the country where the substantial majority of CSS is used.

215. Because the demand for CSS is inelastic, sellers of CSS, including the Manufacturer Defendants and their co-conspirators, can raise the prices of CSS above competitive levels without seeing a decline in sales revenue.

216. For all these reasons, Certi-Label cedar shakes and shingles are significantly more expensive than alternative products. On average, these products are 15-25% more expensive than non-Certi-Label shakes and shingles, and approximately twice as expensive as other kinds of commonly used roofing and siding products, like asphalt shingles, ceramic tiles, and vinyl siding.



**5. The Certi-Label cedar shakes and shingles market is highly concentrated.**

217. Highly concentrated industries are more susceptible to collusion, because the coordination and enforcement pricing decisions and market allocations across firms is easier in industries where a small number of firms control most of the market.

218. The cedar shake and shingle industry has become significantly consolidated over the past two decades, with shake and shingle manufacturers now operating only in the Pacific Northwest. There are currently 45 total manufacturers who are members of CSSB: 17 manufacturers operate in Washington, three operate in Idaho, and 25 operate in British Columbia.

219. Manufacturer Defendants are the three largest members of the CSSB. On information and belief, these Defendants, together with a handful of the largest co-conspirator manufacturers, collectively possess market power sufficient to control prices in and exclude price competition from the high-end cedar shake and shingle market.

220. Additionally, as alleged herein, the Manufacturer Defendants came to control more and more Certi-Label CSS by coercing smaller members mills to sell product to them, which they could then re-sell. By doing so, the Manufacturer Defendants coalesced more control over the Certi-Label CSS market.

**6. The voting structure of the CSSB concentrates power in the hands of the largest manufacturers.**

221. As discussed above, the structure of the CSSB allows Manufacturer Defendants to use the CSSB for anticompetitive purposes. These include colluding to fix prices on Certi-Label cedar shake and shingle products and to expel CSSB members, including upstart and low-cost rivals, that engage in price competition, thereby preventing them from using the indispensable CSSB label. These actions blatantly violate § 1 of the Sherman Act, which prohibits the member competitors of a trade association from engaging in collusive joint action that hinders robust competition.



1           222. The CSSB grants member mills weighted votes based on each mill member's  
2 annual Certi-Label cedar shake and shingle production.

3           223. During the last five years, several powerful, large mill members of the CSSB have  
4 conspired to promote and adopt an anticompetitive agenda that further concentrates voting power  
5 on the Board of Directors in their hands. Led by Waldun and Anbrook, whose executives have  
6 served on the CSSB Board of Directors during each of the last 10 years, the largest mill members  
7 of the CSSB have utilized their weighted voting power to defeat bylaw proposals by small CSSB  
8 members to eliminate weighted voting on non-manufacturing matters and to impose term limits  
9 on directors. This same group of large mills, again led by co-defendants Waldun and Anbrook,  
10 increased their collective power over the CSSB by adopting bylaw changes that reduced the  
12 number of seats on the Board of Directors, reduced membership meeting quorum requirements,  
13 and ensured that the Board Chairman (who is currently Anbrook's President) was not constrained  
14 by the historic practice of voting only in the event of a tie but rather was afforded full voting  
15 rights like other members of the Board of Directors.

16                   **7. Defendants had ample opportunity to conspire.**

17           224. Defendants had numerous opportunities to discuss, agree and act on  
18 anticompetitive schemes that had the purpose and intent of artificially raising the prices of Certi-  
19 Label cedar shakes and shingles.

20           225. *First*, Manufacturer Defendants and their co-conspirators are members of the  
21 CSSB, which provided an important opportunity to meet and collude with one another.

22           226. Manufacturer Defendants each have executives who serve on the CSSB Board of  
23 Directors. Brooke Meeker, President and CEO of Anbrook, has been a member of the CSSB  
24 Board of Directors for more than 10 years and is the current Board Chairman. Curtis Walker,  
25 President and CEO of Waldun, has been a member of the CSSB Board of Directors for more than  
26 10 years and is the current Secretary/Treasurer. G&R Cedar Sales Manager Stuart Dziedzic also  
27 currently sits on the Board of Directors. Other Certi-Label cedar shake and shingle manufacturer  
28

1 companies on the Board of Directors include co-conspirators A&R, Best, Premium Cedar, and  
2 Watkins.

3 227. As noted above, every year in August or September, the CSSB holds its Annual  
4 General Meeting, which includes a meeting of the Board of Directors, usually in British  
5 Columbia. The CSSB, moreover, holds regular conference calls and in-person meetings in and  
6 around the Pacific Northwest during the year. Finally, as noted above, the CSSB holds various  
7 *ad hoc* events during the year attended by the Manufacturer Defendants' executives and senior  
8 management.

9 228. Mill members also have opportunities to conspire at other wood products trade  
10 shows or golf outings. Waldun's Curtis Walker and Kirk Nagy have used these opportunities to  
12 pressure competitors into increasing their prices, including most recently at the BC Wood's  
13 Global Buyers Mission in 2018.

14 229. *Second*, the close proximity of Defendants and many manufacturer co-  
15 conspirators provided ample opportunities to meet and discuss pricing of Certi-Label cedar  
16 shakes and shingles as well as to conspire to exclude and eliminate competitive threats from the  
17 market.

18 230. Manufacturer Defendants are all located in the greater Vancouver, British  
19 Columbia metro area. Anbrook is headquartered in Pitt Meadows, British Columbia, while  
20 Waldun is headquartered in the neighboring city, Maple Ridge, British Columbia—  
21 approximately 16 miles east of Anbrook. G&R Cedar is based in Matsqui, which is only about 23  
22 miles to the west of both cities. Additionally, Defendant CSSB is located just outside the  
23 Vancouver metro area in Mission, British Columbia—approximately 7 miles east of Waldun.

24 231. Many of the co-conspirator manufacturers are also located close to each other and  
25 to Defendants. For example, Premium Cedar and Watkins are both located in Maple Ridge,  
26 British Columbia, the same city where Waldun is located. A&R and Best are both headquartered  
27 in Hoquiam, Washington.

232. The proximity of Defendants and the co-conspirators provided ample opportunities to meet and discuss the pricing of Certi-Label CSS, as well as to conspire to jointly boycott manufacturers that discounted their Certi-Label CSS below the agreed-upon price levels.

**8. High entry barriers exist in the Certi-Label cedar shakes and shingles market.**

233. As a general principle, cartelized industries are vulnerable to the entry of new firms that take advantage of the elevated price levels maintained by the cartel, while at the same time stealing market share from the cartel. In markets with high barriers to entry, however, this threat to established cartels is minimized. Hence, such industries are more susceptible to collusion.

234. There are significant barriers to entering the United States market for Certi-Label cedar shakes and shingles. This reality makes it difficult for upstart and potential competitors to enter the market in a meaningful way in order to offer competitive prices for these cedar shakes and shingles to purchasers.

235. Primary among these barriers to entry are access and proximity to raw materials. British Columbia has the world's largest stock of standing Western Red Cedar, and forests in British Columbia are largely owned by the provincial government. The British Columbian government significantly restricts the export of logs of Western Red Cedar and Alaskan Yellow Cedar, effectively restricting virtually any exports of this raw material. It further restricts the "allowable annual cut" and thus the limited availability of access to raw materials is a barrier to entry for potential new competitors into this market.<sup>4</sup> Additionally, the government restricts

---

<sup>4</sup> Alternatively, a CSS manufacturer could obtain its raw materials by purchasing product from those who scavenge previously-harvested land or engage in unlicensed logging operations, both of which are fraught with legal risks. *See, e.g.*, Craig Sailor, Old-growth stumps and burls command high prices in furniture, landscape enterprise (The News Tribune, Feb. 25, 2015), <https://www.thenewstribune.com/living/home-garden/article26259163.html> (noting that the cedar stumps and logs left after logging operations were "mostly worthless to the logging industry" and "[a]t best . . . used for shakes and shingles"); Monique Keiran, High-value theft targets: trees (Times Colonist, Sept. 23, 2018), <https://www.timescolonist.com/opinion/columnists/high-value-theft-targets-trees-1.23439939>

1 available land for timber and requires leases. Much of the land has already been leased on a long-  
2 term basis to certain firms, all of whom have rights to renew those leases and do so regularly.

3 236. Although raw materials for CSS are found in the United States, that supply is  
4 declining as well. In Idaho and Washington, cedar makes up only a very small percentage of the  
5 standing timber inventory, and it is not possible to acquire large tracts of land to produce more  
6 raw materials necessary for the production of CSS.

7 237. Overall, the number of CSS manufacturers has declined significantly in the last  
8 two decades, in part because of declining supply of cedar logs and blocks suitable for making  
9 CSS. All or nearly all of the remaining CSS mills operate only in Washington, Idaho, Alaska or  
10 British Columbia.

12 238. Furthermore, within the CSS market there are significant barriers to entering the  
13 Certi-Label CSS segment, which make it difficult to impossible for potential entrants to compete  
14 against members of the alleged conspiracy in a meaningful way.

15 239. Most importantly, in order to sell any Certi-Label CSS a manufacturer must join  
16 the CSSB. By agreeing to refuse membership in the CSSB, established manufacturers can easily  
17 prevent new competitors from entering the market for Certi-Label CSS. Even if an upstart or  
18 potential competitor managed to gain entry to CSSB to participate in the Certi-Label CSS  
19 market, that competitor could not deviate from the price-fixing conspiracy implemented by the  
20 Defendants and gain substantial market share through price competition. Otherwise, that  
21 competitor would be expelled from the CSSB, as was S&W in December 2018.

22  
23  
24  
25  
26 (“Illegal logging costs B.C. between \$10 million and \$20 million in lost revenue every year.  
27 Under the B.C. Forest Act, anyone found committing an offence can receive a fine of up to  
28 \$500,000 and face up to two years in jail. Offences under the Forest and Range Practices Act can  
result in fines up to \$1 million and up to three years in jail.”).

RESELLER INDIRECT PURCHASER PLAINTIFFS’  
CONSOLIDATED SECOND AMENDED CLASS ACTION  
COMPLAINT (NO. 2:19-CV-451-MJP) - 55

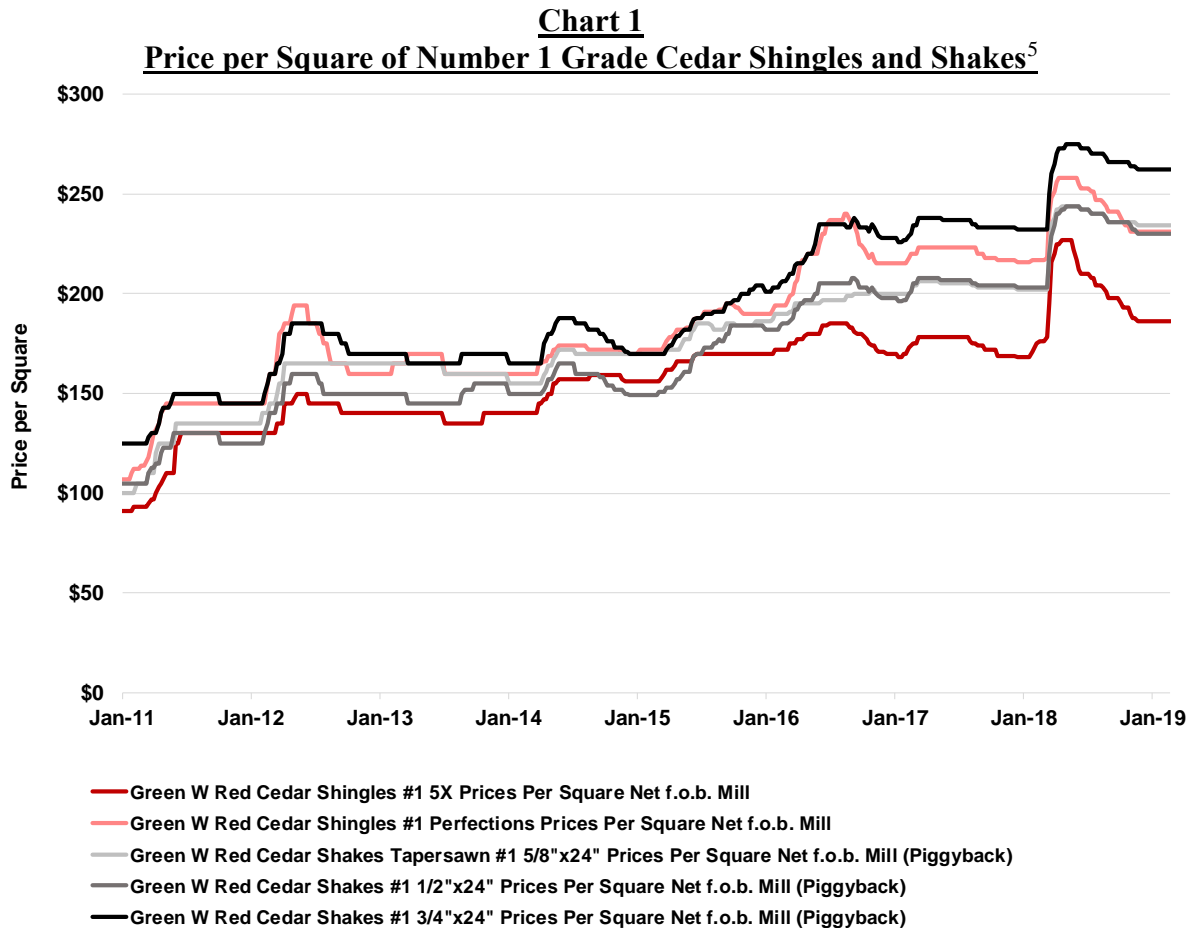
LAW OFFICES OF  
McNAUL EBEL NAWROT & HELGREN PLLC  
600 University Street, Suite 2700  
Seattle, Washington 98101-3143  
(206) 467-1816

**D. The performance observed in the Certi-Label cedar shakes and shingles industry makes the conspiracy economically plausible.**

**1. The prices of Certi-Label cedar shakes and shingles since at least 2011 cannot be explained by ordinary market forces.**

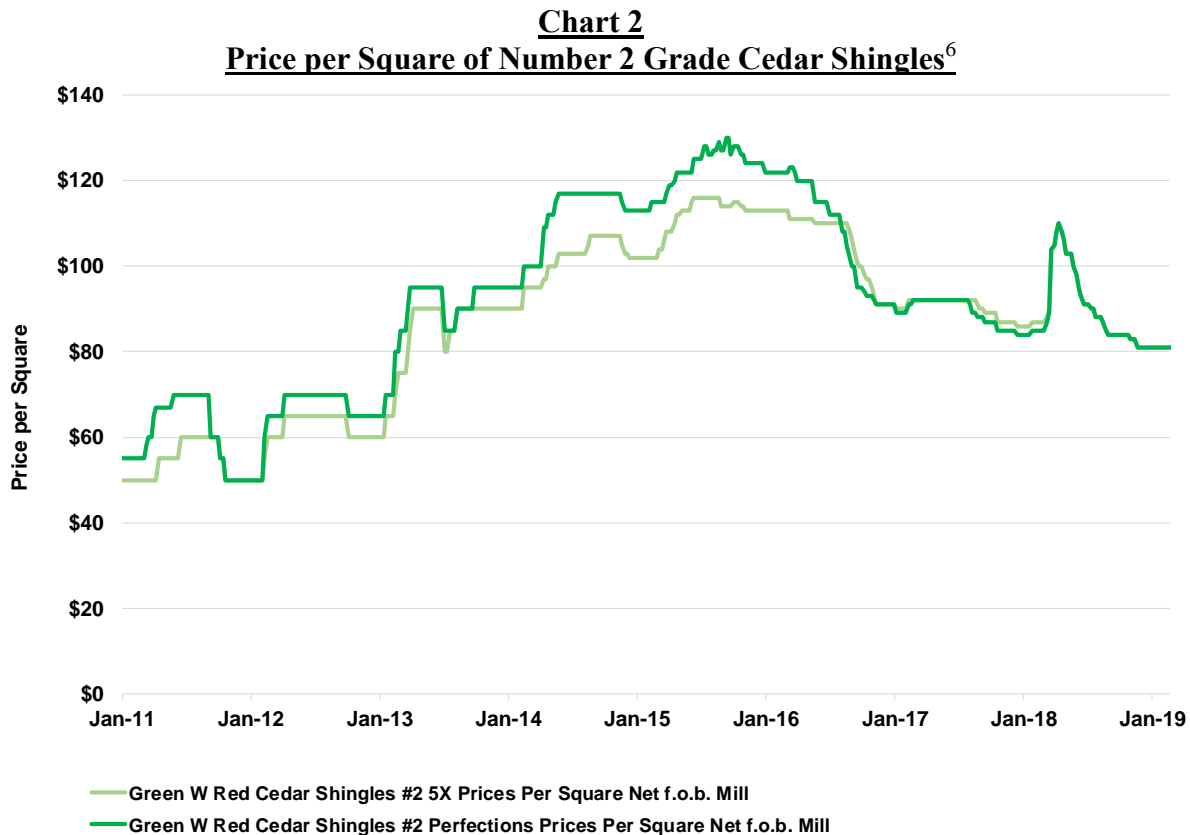
240. Since at least January 1, 2011, the prices of Certi-Label cedar shakes and shingles have risen, and this rise cannot be fully explained by normal market forces such as increased raw material costs or increased demand.

241. Since at least January 1, 2011, there has been a consistent increase in the prices of Certi-Label cedar shingles and shakes. For example, as shown in the chart below, prices of Number 1 Grade products have surpassed pre-recession levels, with certain products experiencing 10 percent year-over-year price increases.



<sup>5</sup> Weekly price series as reported by Random Lengths Publications, Inc.  
RESELLER INDIRECT PURCHASER PLAINTIFFS'  
CONSOLIDATED SECOND AMENDED CLASS ACTION  
COMPLAINT (NO. 2:19-CV-451-MJP) - 56

242. Similarly, the price of the lower quality Grade 2 has also increased markedly since 2011, as illustrated in the chart below:



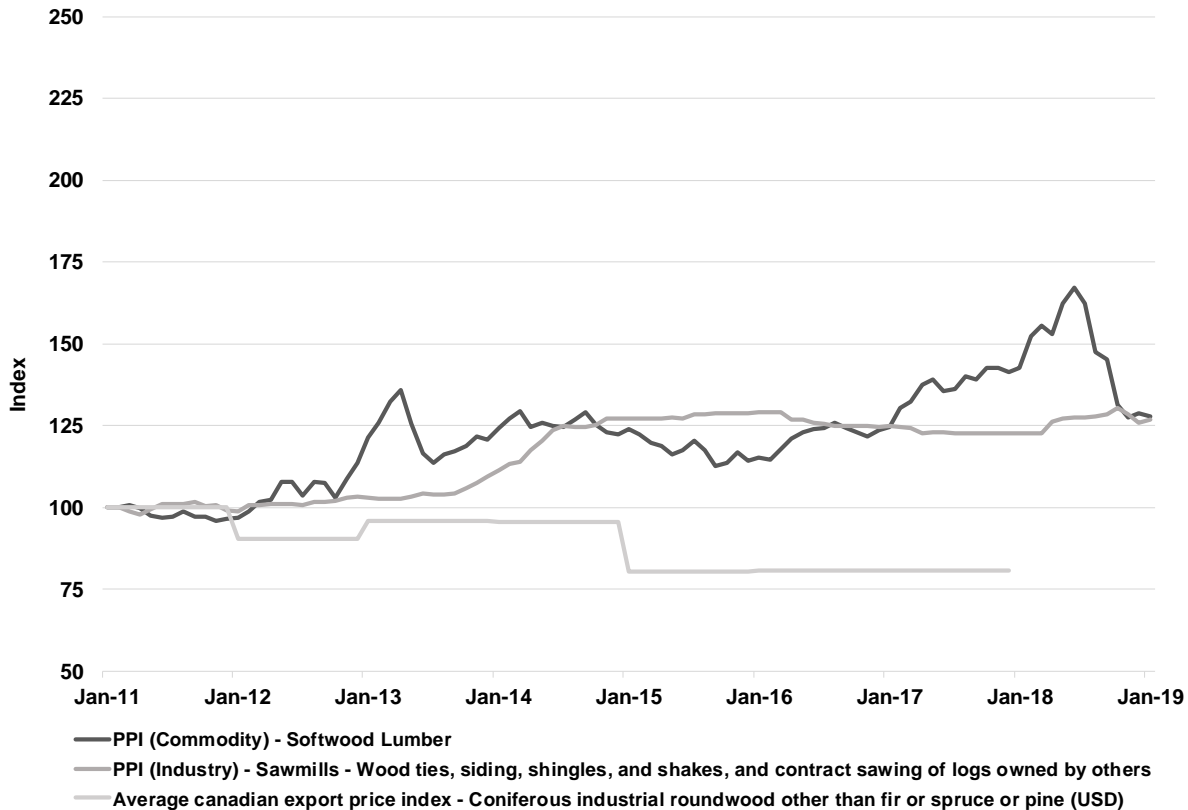
243. The increase in prices for finished Certi-Label cedar shingles and shakes contrasts with much lower price increases for softwood lumber, the main raw material and cost input for these products, as well as the export price of Canadian coniferous timber over the same period. The following chart shows the:

- Producer Price Index (“PPI”) for commodity data for lumber and wood products, covering wood ties, siding, shingles, and shakes, and contract sawing of logs owned by others;
- PPI for industry data for sawmills, covering wood ties, siding, shingles, and shakes, and contract sawing of logs owned by others, not seasonally adjusted; and

<sup>6</sup> Weekly price series as reported by Random Lengths Publications, Inc.  
RESELLER INDIRECT PURCHASER PLAINTIFFS’  
CONSOLIDATED SECOND AMENDED CLASS ACTION  
COMPLAINT (NO. 2:19-CV-451-MJP) - 57

- Average Canadian export price index for coniferous industrial roundwood other than fir or spruce or pine (USD).

**Chart 3**  
**Producer Price Indices for Softwood Lumber and Sawmill Shingle**  
**and Shake Products vs Price of Canadian Softwood Timber**<sup>7</sup>

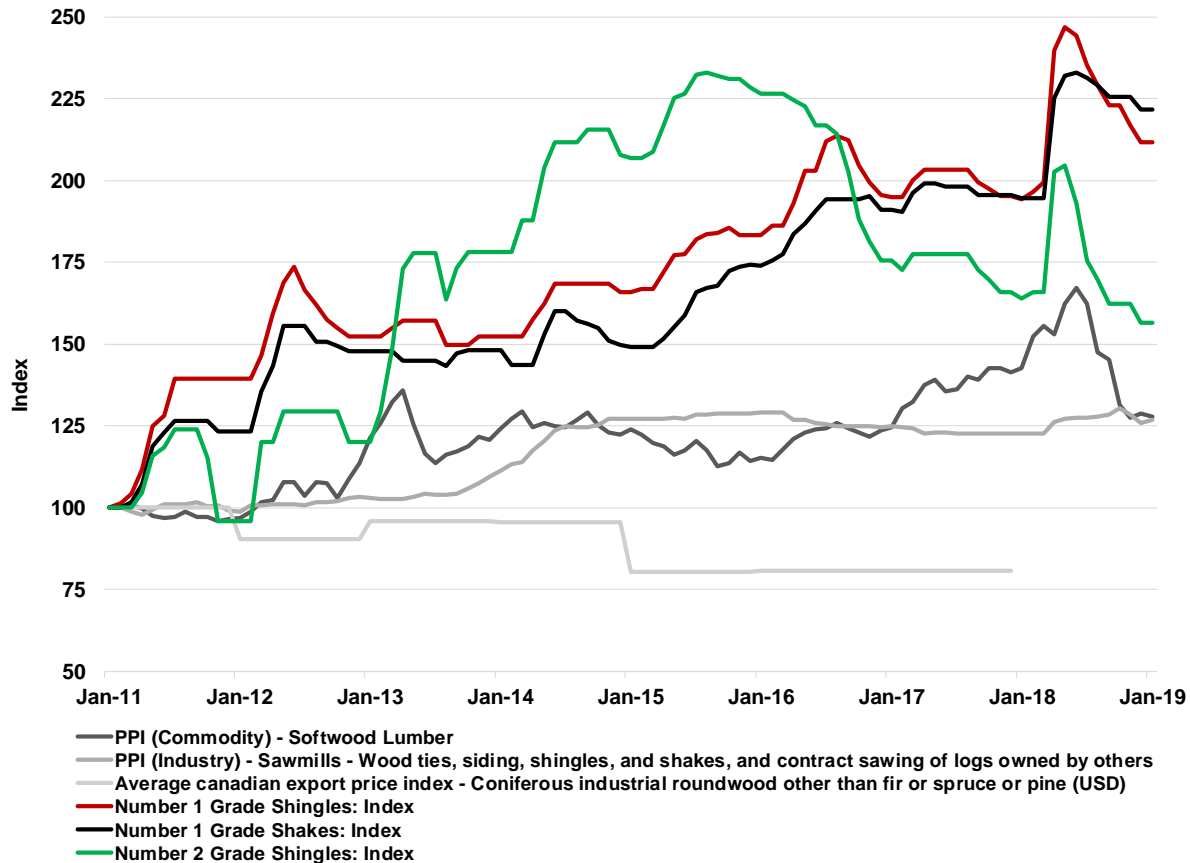


244. Comparing the above series shows that prices for cedar shingles and shakes have grown far more rapidly than the prices of other softwood lumber inputs and the price of Canadian timber. This disparity in price increases is also indicated by the following chart:

<sup>7</sup> US Bureau of Labor Statistics, “PPI industry data for Sawmills-Wood ties, siding, shingles, and shakes, and contract sawing of logs owned by others, not seasonally adjusted” and “PPI Commodity data for Lumber and wood products-Wood ties, siding, shingles, and shakes, and contract sawing of logs owned by others, not seasonally adjusted.” United Nations Economic Commission for Europe, Food and Agriculture Organization of the United Nations, TIMBER database (series: Coniferous industrial roundwood other than fir or spruce or pine).



**Chart 4**  
**Index of Cedar Shingles and Shakes Prices vs Input Prices**<sup>8</sup>



245. Moreover, tariffs recently being considered for softwood lumber imports from Canada also do not explain the price increase in cedar shakes and shingles, since those tariffs have not actually been implemented. While a September 2018 decision from the International Trade Administration (“ITA”) suggested that these producers were encompassed by a January 2018 tariff order, manufacturers formed a Shake and Shingle Alliance (“SSA”) to challenge the ITA’s decision. On November 8, 2018, SSA sued to challenge the ITA decision in the Court of

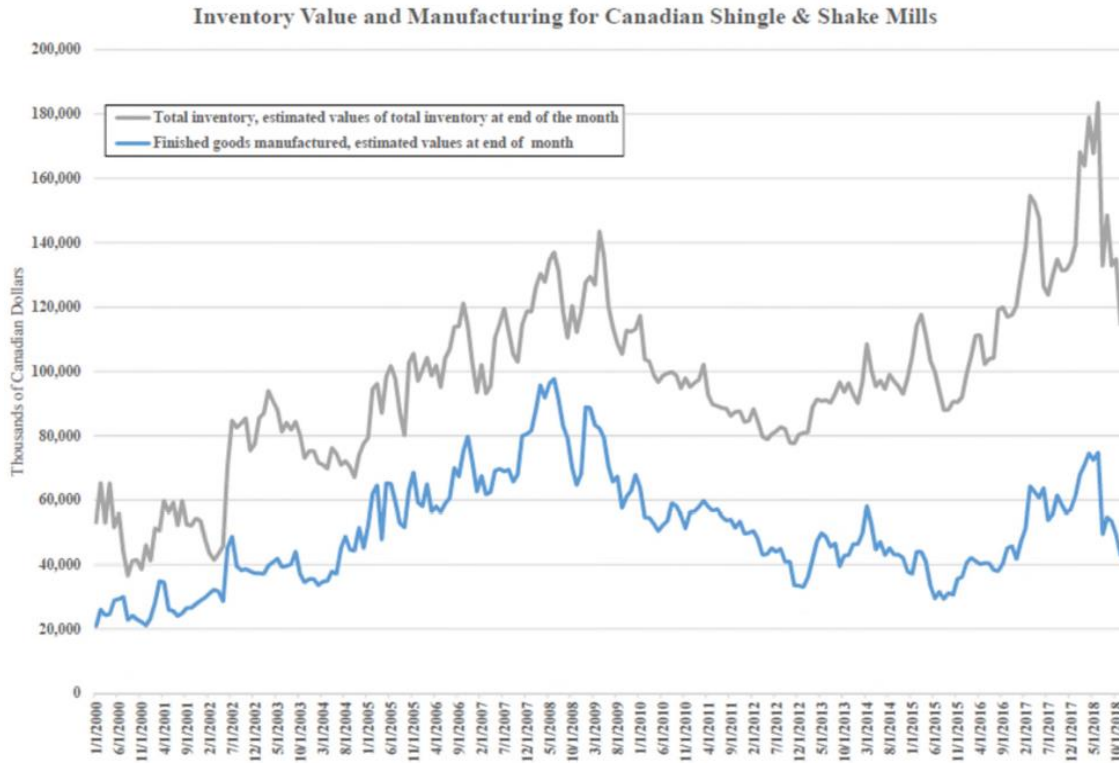
<sup>8</sup> US Bureau of Labor Statistics, “PPI industry data for Sawmills-Wood ties, siding, shingles, and shakes, and contract sawing of logs owned by others, not seasonally adjusted” and “PPI Commodity data for Lumber and wood products-Wood ties, siding, shingles, and shakes, and contract sawing of logs owned by others, not seasonally adjusted.” United Nations Economic Commission for Europe, Food and Agriculture Organization of the United Nations, TIMBER database (series: Coniferous industrial roundwood other than fir or spruce or pine). Weekly price series as reported by Random Lengths Publications, Inc.

1 International Trade. Information from the International Trade Commission currently shows  
2 cedar shakes and shingles being free of any such tariff.

3 **2. Cedar shakes and shingles inventories have significantly**  
4 **increased in recent years compared to production levels.**

5 246. One indicia of anticompetitive behavior in an industry is unexplained increases in  
6 inventories of a commodity product. During the class period, this indicia was present.

7 247. Further evidence that the price increases for CSS are not explained by normal  
8 market conditions is provided in the chart below, which contains a monthly comparison of the  
9 value of inventory of cedar shakes and siding to the value of cedar shakes and shingles  
10 manufactured each month. The manufacture of new cedar shakes and shingles began declining  
12 in 2009 and remained relatively low through 2016. However, in the 2011-2012 period, the  
13 inventories of cedar shakes and shingles maintained by these manufacturers started to stabilize  
14 and then increase substantially. At the same time, as seen above, prices for shakes and shingles  
15 were generally increasing over this time period. In a competitive market, manufacturers would  
16 opt to sell at a lower price rather than accumulate inventory. This build-up of inventory is  
17 suggestive of anti-competitive restrictions by manufacturers of cedar shakes and shingles in  
18 order to maintain or increase prices.



248. The above charts and resulting analysis reveal that prices for Certi-Label cedar shingles and shakes have displayed a consistent increase since 2011 when, all else being equal, one would expect a decline as explained below.

**E. Traditional conspiracy evidence demonstrates the conspiracy's existence.**

249. Under the auspices of the Certi-Label labeling program, which accounts for the vast majority of cedar shakes and shingles sold in the United States, Defendants and their co-conspirators enacted a scheme to fix pricing and exclude competitive threats from the market.

250. As noted above, due to consolidation and the weighted voting structure of the CSSB, Manufacturer Defendants have obtained a concentration of power in the CSSB. Manufacturer Defendants increased their collective voting power through a series of Board actions in November 2016, November 2017, and November 2018. As a result of these actions, Manufacturer Defendants, along with their co-conspirators, now effectively control the CSSB

1 vote.

2 251. On information and belief, no later than January 1, 2011 and continuing through  
3 the present, Defendants and their co-conspirators conspired to fix prices for Certi-Label cedar  
4 shakes and shingle products sold into the United States market.

5 252. Manufacturer Defendants—the largest member manufacturers of the Board of  
6 Directors—did this by agreeing among themselves and their co-conspirators (and potentially  
7 others) on prices and price levels to charge for Certi-Label cedar shakes and shingles. As part of  
8 this illicit scheme, Defendants also pressured other CSSB members to hold their prices at  
9 consistent levels and not lower them or offer discounts to customers.

10 253. As part of the same anticompetitive scheme, Manufacturer Defendants and CSSB,  
12 along with their co-conspirators, conspired to eliminate or discipline other CSSB members who  
13 compete on price and who are unwilling to follow the price leadership of Manufacturer  
14 Defendants. As explained earlier, the CSSB—through its ownership of the Certi-Label  
15 trademark, its aggressive promotion of the CSSB-97 standard and the “Certi” brand, and its  
16 anti-competitive rules and bylaws (including the “All or Nothing Rule”)—has created an  
17 environment in which CSSB membership is indispensable for the commercial viability of CSS  
18 mills in North America. This situation has enabled Defendants and their co-conspirators to  
19 punish manufacturers that do not comply with their price-fixing conspiracy by expelling them  
20 from the CSSB.

21 254. This blatantly anticompetitive and illegal motivation resulted in the CSSB Board  
22 of Directors voting to terminate the membership of S&W on December 21, 2018, a membership  
23 that S&W had held for 24 years dating back to 1994.

24 255. In a lawsuit filed against Waldun, Anbrook and CSSB in this District on February  
25 13, 2019, S&W alleges it was expelled from the CSSB for undercutting the pricing set by  
26 Defendants and others pursuant to the conspiracy. As S&W alleges in its proposed second  
27 amended complaint, based on its own knowledge and experience, “[t]hroughout the last 10 years,

1 Waldun's Curtis Walker and Anbrook's Brooke Meeker have regularly conspired to fix prices in  
2 the U.S. market for high-end cedar shakes and shingles."

3 256. S&W specifically alleges that the reason it was terminated from the CSSB was  
4 that S&W would not participate in the price-fixing conspiracy. According to S&W, it was forced  
5 out of the CSSB during a "hastily convened special meeting by telephone conference call"  
6 involving presently unknown members of the CSSB Board of Directors. S&W maintains that the  
7 purported reason for its expulsion—a mislabeling violation—is false, pretextual, and  
8 unsupported: "Despite these facts, several CSSB Directors who are executives with Waldun,  
9 Anbrook and a number of other large member mills successfully secured a three-fourths vote in  
10 favor of terminating S&W's CSSB membership, not because of a mislabeling violation but in  
12 pursuit of their conspiracy to eliminate a competitor unwilling to engage in price fixing or  
13 collusion."

14 257. Intertek's inspector Wayne Rourke in fact testified in a declaration that S&W's  
15 purported mislabeling violation based on use of a "specialty cut label" was in fact common  
16 practice among multiple CSSB member mills, which has been accepted and approved by Intertek  
17 for over 15 years. Other companies who remain CSSB members who used the specialty cut label  
18 were not excluded from the CSSB as S&W was. This reflects that the CSSB's decision to  
19 boycott S&W from the bureau was pretextual, arbitrary, and illegitimate.

20 258. A sales manager at a wholesale company with whom Plaintiffs' counsel has  
21 spoken in connection with this matter echoes S&W's assessment. This person claims he heard  
22 that S&W got kicked out of CSSB "over a fairly minor thing" involving a specialty cut product.

23 259. Kris Watkins, Chief of Operations of Watkins, submitted a declaration in support  
24 of the S&W Forest Products lawsuit in which he describes a December 5, 2018, discussion  
25 between Mr. Watkins and Waldun's Curtis Walker. During a visit that Mr. Walker made to Mr.  
26 Watkins' office, one of the issues discussed was "shake and shingle pricing." In response to  
27 Mr. Watkins' comment that his company had decided to absorb some of the impact of a tariff  
28

1 rather than pass it all on to customers, “Mr. Walker told me that we should not have done this and  
2 that Waldun Forest Products never dropped their pricing.”

3 260. Mr. Watkins continued in his declaration: “This conversation about pricing  
4 continued with Mr. Walker arguing that CSSB mills should hold their prices at consistent levels.  
5 I disagreed and told him such an approach was unrealistic because the smaller self-financed mills  
6 needed to drop their prices during times like winter slowdowns when cash flow was reduced in  
7 order to generate operating cash. Mr. Walker stated that he did not believe that many CSSB mills  
8 would do this. I countered that S&W Forest Products did it from time to time because I recalled  
9 specific situations where we offered shake or shingle products from S&W at discounted prices  
10 because Michael Watkins [Kris Watkins’ relative] stated that the company needed to generate the  
12 cash flow. In response, Mr. Walker appeared very agitated and said: ‘yeah, well we just need to  
13 get rid of that guy.’”

14 261. On information and belief, and as alleged in S&W’s second amended complaint,  
15 other manufacturers besides S&W have been excluded or removed from the CSSB as a result of  
16 not participating in the alleged anticompetitive pricing conspiracy.

17 262. A significant number of these Former CSSB Members were expelled from the  
18 CSSB because they refused to comply with the conspiracy. For example, Plaintiff is aware of at  
19 least one other CSS manufacturer that the Defendants expelled from the CSSB because it refused  
20 to comply with a demand made by one of the Manufacturer Defendants regarding the price at  
21 which it would sell Certi-Label CSS. Defendants use expulsion from the CSSB as a threat to  
22 members who fail to comply with their price fixing conspiracy.

23 263. Even before the Class Period, the Manufacturer Defendants were working on  
24 using the power of the CSSB to control pricing of Certi-Label CSS. For example, a former CSSB  
25 member explained that Curtis Walker would often prod that former member to “get your prices  
26 up” and criticized it for selling “too cheap” a few years before the Class Period began. When that  
27 former CSSB member did not modify its behavior, the CSSB took an arbitrary disciplinary  
28

1 action against it (based on the “All or Nothing Rule”), which ultimately resulted in the member  
 2 leaving the CSSB. This early episode reflects the power the Defendants were beginning to  
 3 develop and wield through the CSSB against would-be competitors.

4 264. The Manufacturer Defendants exercised their control over other CSSB-members  
 5 mills using the CSSB and its Certi-Label brand in other ways as well. For example, a Former  
 6 CSSB Member confirmed that the S&W expulsion was standard operating procedure for any  
 7 company that crossed the Manufacturer Defendants. This Former CSSB Member stated that  
 8 Waldun’s Walker, in concert with the CSSB Board of Directors and his brother, Clay Walker,  
 9 expelled his company from the CSSB because he refused to sell product at a loss to Waldun. The  
 10 day after this refusal, CSSB’s Clay Walker arrived at this Former CSSB Member’s facility and  
 12 confiscated all of his Certi-Label tags. Roughly one week later, the CSSB expelled this Former  
 13 CSSB Member from the CSSB because he was allegedly violating CSSB-97. This Former CSSB  
 14 Member promptly called Waldun’s Walker and asked him why he had been expelled from the  
 15 CSSB; Walker responded: “Because you made me mad, that’s why!”

16 265. Smaller mills in fact frequently sell to the larger Manufacturer Defendants, who  
 17 purchase almost all of the product made by these smaller mills. The Manufacturer Defendants  
 18 threaten smaller mills to sell product to them at cheaper costs. If the smaller mills do not  
 19 comply, they risk expulsion from the CSSB, which in turn could force them out of business  
 20 entirely because they no longer would have access to the “Certi” brand and the resources of the  
 21 CSSB, including the inspection guaranty by Intertek. This is another way in which Defendants  
 22 maintain power and influence over member mills through the threat of exclusion.

23 266. Indeed, the CSSB and the Manufacturer Defendants’ exclusionary conduct is so  
 24 well known in the CSS industry that another Former CSSB Member colloquially referred to them  
 25 as the “Mafia,” and others in the industry have an understanding that the relationship between  
 26 CSSB’s Clay Walker and Waldun’s Walker allow the Defendants to easily punish companies,  
 27 such as S&W, that deviate from the Manufacturer Defendants’ edicts by creating pretextual  
 28



1 justifications to expel these would-be-competitors from the CSSB. Another Former CSSB  
2 Member called the CSSB the “police force”—referring to how the CSSB polices and enforces  
3 the cartel’s dictates.

4 267. The Former CSSB Members include at least another twenty (20) CSS  
5 manufacturers (in addition to S&W) that have left the CSSB since 2012. A large (but yet  
6 unknown) number of these Former CSSB Members are no longer in business.

7 268. The economic consequences for would-be competitors that are expelled from the  
8 CSSB are significant and potentially fatal to their business. CSSB members therefore joined the  
9 Bureau, remained in it, and participated in the alleged conspiracy in order to avoid this fate. A  
10 coerced price fixing agreement such as this one is actionable under the Sherman Act.

12 269. For instance, in the S&W Lawsuit, S&W alleged that it would be forced out of  
13 business in a matter of months if not re-admitted to the CSSB. S&W stated this was the case  
14 because it would be forced to charge 15–25% less for non-Certi-Label shakes and shingles than  
15 for Certi-Label products. In support of this allegation, S&W attached three invoices that showed  
16 price differences of between roughly 18% and roughly 38%.

17 270. Aside from being unable to sell Certi-Label CSS, boycotted former CSSB  
18 members also suffered other retaliation by the CSSB. For example, former CSSB members have  
19 reported that the CSSB has interfered with their opportunities to sell to certain customers. One of  
20 the ways the CSSB has done so is by having CSSB-affiliated distributors tell the former CSSB  
21 members that the distributor’s customers will not purchase non-CSSB certified CSS, but when  
22 those former CSSB members contact the customers directly they learn this is not the case.  
23 Additionally, a former CSSB member recently learned that a CSSB-affiliated distributor at a  
24 trade show in Florida called Waldun to send an inspector when it learned that a customer had  
25 purchased CSS from the former CSSB member. Waldun’s Walker also would contact former  
26 CSSB members’ customers and insulted and disparaged those companies’ products. Retaliating  
27 against former CSSB members in such ways was another tool the CSSB and Manufacturer  
28

1 Defendants used to ensure that current members did not defect from the CSSB or the price-fixing  
2 conspiracy.

3 271. The CSSB also uses its district managers to police and discourage the use of  
4 non-Certi-Label CSS by contractors and others. Among other things, the CSSB's Clay Walker  
5 travels with other district managers to purportedly educate contractors, architects, designers, and  
6 others about Certi-Label products. As result, the CSSB had been able to influence customers and  
7 others to stop the use of non-Certi-Label CSS—sometimes even mid-construction. The CSSB's  
8 powerful education campaign to tout the CSSB and Certi-Label CSS further discourages  
9 members from doing anything that could get them boycotted from the CSSB and precluded from  
10 the use of this trademark.

12 272. CSSB members knew that if they undermined the CSSB or the Manufacturer  
13 Defendants, such as by offering competitive pricing or in other ways defecting from the CSSB's  
14 and the Manufacturer Defendants' positions, they risked significant harm to their business in the  
15 form of potentially being boycotted from the CSSB and retaliated against in other ways as well.

16 273. In addition, the CSSB and Manufacturer Defendants also knew that they could  
17 use the potential to boycott major would-be competitors as a "carrot" for other member mills, by  
18 suggesting that member mills would gain the business lost by boycotted mills who could no  
19 longer use the Certi-Label.

20 274. In addition to these detailed allegations of how Defendants used the CSSB to  
21 implement and police the anticompetitive conspiracy described herein, Plaintiffs also have  
22 evidence demonstrating explicit price-fixing discussions among and between the Manufacturer  
23 Defendants.

24 275. For instance, Len Taylor, the President and Owner of Taylor Forest Products, Inc.,  
25 submitted a declaration in support of the S&W Forest Products lawsuit. Mr. Taylor testified about  
26 a conversation he overheard during a visit with G&R's Sale Manager, Stuart Dziedzic  
27 ("Dziedzic") at an unknown point in the last five years. According to Taylor, when he arrived,  
28

1 Dziedzic was finishing a phone call, and when he got off the phone, he told Taylor that some  
2 competitors were being tough on him and wanted him to raise G&R's CSS prices.

3 276. While Mr. Taylor cannot remember the month or year of this meeting, he  
4 distinctly recalls what happened during it. Mr. Taylor was waiting in Mr. Dziedzic's office while  
5 Mr. Dziedzic was finishing a telephone call. When Mr. Dziedzic got off the phone, Mr. Dziedzic  
6 said that some competitors were being tough on him and wanted him to raise G&R's cedar shake  
7 and shingle prices.

8 277. Mr. Taylor is 100% certain that Mr. Dziedzic told him that the call was from either  
9 Anbrook's Brooke Meeker or Waldun's Curtis Walker, but he cannot remember which of the two  
10 was the person who called him. However, Taylor testified that "it was very clear from Mr.  
12 Dziedzic's statements to me that he was referring to pressure from the two of them together  
13 based upon the call he got from either Ms. Meeker or Mr. Walker"—*i.e.*, both Defendant  
14 Anbrook and Defendant Waldun.

15 278. Both G&R's Dziedzic and Anbrook's Meeker submitted opposing declarations,  
16 but neither made any attempt to refute Taylor's sworn declaration.

17 279. Defendants' and co-conspirators' collusive conduct had the intended purpose and  
18 effect of increasing the price of Certi-Label cedar shakes and shingles sold to Plaintiffs and the  
19 other members of the Classes.

20 280. On information and belief, the Manufacturer Defendants also exchanged  
21 commercially-sensitive pricing information.

22 281. One former CSSB member said that it is well known that Waldun's Curtis Walker  
23 calls around to other member mills to exchange pricing information. Among others, in the last  
24 ten years, Waldun's Walker spoke with Pacific Cedar's Vice President Kathy Klassen and Goat  
25 Lake Cedar's owner Bill Maitland about raising prices to levels suggested by Walker.

26 282. In addition, another former CSSB member confirmed that, during the Class  
27 Period, CSSB made a "real push" to keep "tariffs up" (*i.e.*, prices), particularly for product going  
28

1 to the East Coast.

2 283. As the United States government delegation stated to the Organization for  
3 Economic Cooperation & Development's Competition Committee in a 2010 report, "certain  
4 information exchanges among competitors may violate Section 1 of the Sherman Act, which  
5 prohibits a 'contract, combination . . . or conspiracy' that unreasonably restrains trade."<sup>9</sup> The  
6 United States government noted that "[i]n addition to serving as evidence of an unlawful  
7 agreement, information exchanges likely to affect prices may, under certain circumstances, be  
8 illegal in and of themselves."

9 284. Even if the information exchange is not itself an unlawful agreement, it can be  
10 powerful evidence of an agreement to fix prices because "[t]he antitrust concern is that  
12 information exchanges may facilitate anticompetitive harm by advancing competing sellers'  
13 ability either to collude or to tacitly coordinate in a manner that lessens competition. Thus, for  
14 example, exchanges on price may lead to illegal price coordination." The United States  
15 delegation also noted that actual evidence of competitive harm, such as industry-wide price  
16 movements resulting from the exchange are a strong factor in finding illegality. Other identified  
17 factors that may be considered include: "extensive exchange of information regarding pricing, . .  
18 . marketing strategies[, which] is more likely to have anticompetitive implications" as well as  
19 "[t]he parties' intent in sharing the information (an anticompetitive intent, such as an intent to  
20 stabilize prices, is problematic)."

21 285. By communicating with competitors and exchanging information about prices and  
22 encouraging competitors to raise prices, Defendants intended to and had the effect of raising  
23 prices for Certi-Label™ CSS, as described below.

---

25 <sup>9</sup> *U.S. Submissions to the Organization for Economic Cooperation and Development*  
26 (*OECD*) *Competition Committee*, UNITED STATES DEPT. OF JUSTICE,  
27 <https://www.justice.gov/atr/us-oecd-submissions-competition-policy> (last visited Aug. 16, 2019).  
28 The presentation was principally authored by the DOJ and is part of a list of such submissions on  
its website.

286. To the extent that any of the challenged conduct occurred under the auspices of the CSSB, it is not immunized from the antitrust laws. Trade associations can readily be utilized as a vehicle for conspiracy. As the United States Federal Trade Commission (“FTC”) has said:

[F]orming a trade association does not shield joint activities from antitrust scrutiny: Dealings among competitors that violate the law would still violate the law even if they were done through a trade association. For instance, ***it is illegal to use a trade association to control or suggest prices of members***. It is illegal to use information-sharing programs, or standardized contracts, operating hours, accounting, safety codes, or transportation methods, as a disguised means of fixing prices.

One area for concern is exchanging price or other sensitive business data among competitors, whether within a trade or professional association or other industry group. Any data exchange or statistical reporting that includes current prices, or information that identifies data from individual competitors, can raise antitrust concerns if it encourages more uniform prices than otherwise would exist.<sup>10</sup>

287. Furthermore, as explained in the DOJ’s and FTC’s joint guidelines on collaborations among competitors:

***Marketing collaborations may involve agreements on price, output, or other competitively significant variables, or on the use of competitively significant assets, such as an extensive distribution network, that can result in anticompetitive harm.*** Such agreements can create or increase market power or facilitate its exercise by limiting independent decision making; by combining in the collaboration, or in certain participants, control over competitively significant assets or decisions about competitively significant variables that otherwise would be controlled independently; or by combining financial interests in ways that undermine incentives to compete independently. For example, joint promotion might reduce or eliminate comparative advertising, thus harming competition by restricting information to consumers on price and other competitively significant variables.<sup>11</sup>

## VII. CLASS ACTION ALLEGATIONS

288. Plaintiffs brings this action on behalf of themselves, and as a class action under

<sup>10</sup> <https://www.ftc.gov/tips-advice/competition-guidance/guide-antitrust-laws/dealings-competitors/spotlight-trade>. (Emphasis added).

<sup>11</sup> DOJ-FTC Guidelines at 14 (Emphasis added).

the Federal Rules of Civil Procedure, Rule 23(a), (b)(2) and (b)(3), seeking injunctive relief pursuant to federal law, and damages pursuant to various state antitrust, unfair competition, unjust enrichment, and consumer protection laws of the states listed below on behalf of the members of the following classes:

**Nationwide class:** All persons and entities who indirectly purchased Certi-Label cedar shakes and shingles from Defendants or co-conspirators for resale in the United States during the Class Period.

**Alaska class:** All persons and entities who indirectly purchased Certi-Label cedar shakes and shingles from Defendants or co-conspirators for resale in Alaska during the Class Period.

**Arizona class:** All persons and entities who indirectly purchased Certi-Label cedar shakes and shingles from Defendants or co-conspirators for resale in Arizona during the Class Period.

**Arkansas class:** All persons and entities who indirectly purchased Certi-Label cedar shakes and shingles from Defendants or co-conspirators for resale in Arkansas during the Class Period.

**California class:** All persons and entities who indirectly purchased Certi-Label cedar shakes and shingles from Defendants or co-conspirators for resale in California during the Class Period.

**Colorado class:** All persons and entities who indirectly purchased Certi-Label cedar shakes and shingles from Defendants or co-conspirators for resale in Colorado during the Class Period.

**Delaware class:** All persons and entities who indirectly purchased Certi-Label cedar shakes and shingles from Defendants or co-conspirators for resale in Delaware during the Class Period.

**District of Columbia class:** All persons and entities who indirectly purchased Certi-Label cedar shakes and shingles from Defendants or co-conspirators for resale in the District of Columbia during the Class Period.

**Florida class:** All persons and entities who indirectly purchased Certi-Label cedar shakes and shingles from Defendants or co-conspirators for resale in Florida during the Class Period.

**Georgia class:** All persons and entities who indirectly purchased Certi-Label cedar shakes and shingles from Defendants or co-conspirators for resale in Georgia during the Class Period.

**Hawaii class:** All persons and entities who indirectly purchased Certi-Label cedar shakes and shingles from Defendants or co-conspirators for resale in Hawaii during the Class Period.



1 **Illinois class:** All persons and entities who indirectly purchased Certi-Label cedar  
2 shakes and shingles from Defendants or co-conspirators for resale in Illinois  
3 during the Class Period.

4 **Iowa class:** All persons and entities who indirectly purchased Certi-Label cedar  
5 shakes and shingles from Defendants or co-conspirators for resale in Iowa during  
6 the Class Period.

7 **Kansas class:** All persons and entities who indirectly purchased Certi-Label cedar  
8 shakes and shingles from Defendants or co-conspirators for resale in Kansas  
9 during the Class Period.

10 **Maine class:** All persons and entities who indirectly purchased Certi-Label cedar  
11 shakes and shingles from Defendants or co-conspirators for resale in Maine  
12 during the Class Period.

13 **Massachusetts class:** All persons and entities who indirectly purchased Certi-  
14 Label cedar shakes and shingles from Defendants or co-conspirators for resale in  
15 Massachusetts during the Class Period.

16 **Michigan class:** All persons and entities who indirectly purchased Certi-Label  
17 cedar shakes and shingles from Defendants or co-conspirators for resale in  
18 Michigan during the Class Period.

19 **Minnesota class:** All persons and entities who indirectly purchased Certi-Label  
20 cedar shakes and shingles from Defendants or co-conspirators for resale in  
21 Minnesota during the Class Period.

22 **Mississippi class:** All persons and entities who indirectly purchased Certi-Label  
23 cedar shakes and shingles from Defendants or co-conspirators for resale in  
24 Mississippi during the Class Period.

25 **Missouri class:** All persons and entities who indirectly purchased Certi-Label  
26 cedar shakes and shingles from Defendants or co-conspirators for resale in  
27 Missouri during the Class Period.

28 **Montana class:** All persons and entities who indirectly purchased Certi-Label  
cedar shakes and shingles from Defendants or co-conspirators for resale in  
Montana during the Class Period.

**Nebraska class:** All persons and entities who indirectly purchased Certi-Label  
cedar shakes and shingles from Defendants or co-conspirators for resale in  
Nebraska during the Class Period.

**Nevada class:** All persons and entities who indirectly purchased Certi-Label cedar  
shakes and shingles from Defendants or co-conspirators for resale in Nevada  
during the Class Period.

**New Hampshire class:** All persons and entities who indirectly purchased Certi-  
Label cedar shakes and shingles from Defendants or co-conspirators for resale in  
New Hampshire during the Class Period.



1 **New Mexico class:** All persons and entities who indirectly purchased Certi-Label  
2 cedar shakes and shingles from Defendants or co-conspirators for resale in New  
3 Mexico during the Class Period.

4 **New York class:** All persons and who indirectly purchased Certi-Label cedar  
5 shakes and shingles from Defendants or co-conspirators for resale in New York  
6 during the Class Period.

7 **North Carolina class:** All persons and entities who indirectly purchased Certi-  
8 Label cedar shakes and shingles from Defendants or co-conspirators for resale in  
9 North Carolina during the Class Period.

10 **North Dakota class:** All persons and entities who indirectly purchased Certi-  
11 Label cedar shakes and shingles from Defendants or co-conspirators for resale in  
12 North Dakota during the Class Period.

13 **Oregon class:** All persons and entities who indirectly purchased Certi-Label cedar  
14 shakes and shingles from Defendants or co-conspirators for resale in Oregon  
15 during the Class Period.

16 **Rhode Island class:** All persons and entities who indirectly purchased Certi-  
17 Label cedar shakes and shingles from Defendants or co-conspirators for resale in  
18 Rhode Island during the Class Period.

19 **South Carolina class:** All persons and entities who indirectly purchased Certi-  
20 Label cedar shakes and shingles from Defendants or co-conspirators for resale in  
21 South Carolina during the Class Period.

22 **South Dakota class:** All persons and entities who indirectly purchased Certi-  
23 Label cedar shakes and shingles from Defendants or co-conspirators for resale in  
24 South Dakota during the Class Period.

25 **Tennessee class:** All persons and entities who indirectly purchased Certi-Label  
26 cedar shakes and shingles from Defendants or co-conspirators for resale in  
27 Tennessee during the Class Period.

28 **Utah class:** All persons and entities who indirectly purchased Certi-Label cedar  
shakes and shingles from Defendants or co-conspirators for resale in Utah during  
the Class Period.

**Vermont class:** All persons and entities who indirectly purchased Certi-Label  
cedar shakes and shingles from Defendants or co-conspirators for resale in  
Vermont during the Class Period.

**Virginia class:** All persons and entities who indirectly purchased Certi-Label  
cedar shakes and shingles from Defendants or co-conspirators for resale in  
Virginia during the Class Period.

**West Virginia class:** All persons and entities who indirectly purchased Certi-  
Label cedar shakes and shingles from Defendants or co-conspirators for resale in  
West Virginia during the Class Period.

1       **Wisconsin class:** All persons and entities who indirectly purchased Certi-Label  
 2       cedar shakes and shingles from Defendants or co-conspirators for resale in  
 3       Wisconsin during the Class Period

4       289. Specifically excluded from the Classes are the Defendants; the officers, directors  
 5       or employees of any Defendant; any entity in which any Defendant has a controlling interest; and  
 6       any affiliate, legal representative, heir or assign of any Defendant. Also excluded from the  
 7       Classes are any federal, state or local governmental entities, any judicial officer presiding over  
 8       this action and the members of his/her immediate family and judicial staff, any juror assigned to  
 9       this action, and any co-conspirator identified in this action. Further excluded from the Classes are  
 10      purchases of value-added products not manufactured, supplied or processed by Defendants, or  
 11      otherwise not under the control of Defendants.

12      290. **Class Period:** The Class Period (also referenced as the Conspiracy Period herein)  
 13      is defined as January 1, 2011 to the present. Additional discovery may reveal that the conduct  
 14      alleged in this Complaint commenced at an earlier time, and Plaintiffs reserve all rights to amend  
 15      this complaint as appropriate.

16      291. **Class Identity:** The above-defined Classes are readily identifiable and are ones  
 17      for which records should exist.

18      292. **Numerosity:** Plaintiffs do not know the exact number of the members of the  
 19      Classes because such information presently is in the exclusive control of Defendants, retailers,  
 20      resellers and other entities in the supply chain of Certi-Label cedar shakes and shingles. Plaintiffs  
 21      believe that due to the nature of the trade and commerce involved, there are hundreds or  
 22      thousands of members of the Classes geographically dispersed throughout the United States,  
 23      such that joinder of all members of the Classes is impracticable.

24      293. **Typicality:** Plaintiffs' claims are typical of the claims of the members of the  
 25      Classes because Plaintiffs purchased Certi-Label cedar shakes and shingles indirectly from one  
 26      or more of the Defendants for resale to end users, and therefore Plaintiffs' claims arise from the  
 27      same common course of conduct giving rise to the claims of the Classes and the relief sought is  
 28

1 common to the Classes.

2 **294. Common questions exist and predominate over any individual questions:**

3 There are questions of law and fact common to the Classes, including, but not limited to:

4 **295.** Whether Defendants and their co-conspirators engaged in an agreement,  
5 combination, or conspiracy to fix, raise, elevate, maintain, or stabilize prices of Certi-Label cedar  
6 shakes and shingles sold in interstate commerce in the United States;

7 a. The identity of the participants of the alleged conspiracy;

8 b. The duration of the conspiracy alleged herein and the acts performed by  
9 Defendants and their co-conspirators in furtherance of the conspiracy;

10 c. Whether the alleged conspiracy violated federal antitrust law;

12 d. Whether the alleged conspiracy violated the antitrust and consumer protection  
13 laws of the various states;

14 e. Whether the conduct of Defendants and their co-conspirators, as alleged in this  
15 Complaint, caused injury to the business or property of the Plaintiffs and the other  
16 members of the Classes;

17 f. The effect of Defendants' alleged conspiracy on the prices of Certi-Label cedar  
18 shakes and shingles sold in the United States during the Class Period;

19 g. Whether Plaintiffs and other members of the Classes are entitled to, among other  
20 things, injunctive relief and if so, the nature and extent of such injunctive relief;  
21 and

22 h. The appropriate class-wide measure of damages.

23 **296.** These and other questions of law and fact, which are common to the members of  
24 the Classes, predominate over any questions affecting only individual members of the Classes.

25 **297. Adequacy:** Plaintiffs will fairly and adequately protect the interests of the Classes  
26 in that Plaintiffs' interests are aligned with, and not antagonistic to, those of the other members  
27 of the Classes who indirectly purchased cedar shakes and shingles from Defendants or co-  
28

1 conspirators for resale, and Plaintiffs have retained counsel competent and experienced in the  
2 prosecution of class actions and antitrust litigation to represent themselves and the Classes.

3       298. **Superiority:** A class action is superior to other available methods for the fair and  
4 efficient adjudication of this controversy since individual joinder of all damaged members of the  
5 Classes is impractical. Prosecution as a class action will eliminate the possibility of duplicative  
6 litigation. The relatively small damages suffered by individual members of the Classes compared  
7 to the expense and burden of individual prosecution of the claims asserted in this litigation  
8 means that, absent a class action, it would not be feasible for members of the Classes to seek  
9 redress for the violations of law herein alleged. Further, individual litigation presents the  
10 potential for inconsistent or contradictory judgments and would greatly magnify the delay and  
12 expense to all parties and to the court system. Accordingly, a class action presents far fewer case  
13 management difficulties and will provide the benefits of unitary adjudication, an economy of  
14 scale, and comprehensive supervision by a single court.

15       299. The prosecution of separate actions by individual members of the Classes would  
16 create the risk of inconsistent or varying adjudications, establishing incompatible standards of  
17 conduct for Defendants.

18       300. Plaintiffs bring this action on behalf of all persons similarly situated pursuant to  
19 Rule 23, on behalf of all persons and entities that, as residents of various states, indirectly  
20 purchased one or more Certi-Label cedar shakes or shingles that a Defendant or co-conspirator  
21 manufactured for resale during the Class Period.

22       301. Defendants have acted on grounds generally applicable to the Classes, thereby  
23 making final injunctive relief appropriate with respect to the Classes as a whole.

## 24 **VIII. ANTITRUST INJURY**

25       302. In an efficient market, manufacturers of Certi-Label cedar shakes and shingles  
26 would compete on price to keep or increase their market share. For example, a company might  
27 choose to absorb some of the impact of tariffs rather than passing the price increase to the  
28

1 customers. Similarly, smaller self-financed mills may need to drop their prices during winter  
2 slowdowns to generate operating cash.

3 303. Defendants' anticompetitive conduct had the following effects, among others:

- 4 a. Price competition has been restrained or eliminated with respect to Certi-Label  
5 cedar shakes and shingles;
- 6 b. The prices of Certi-Label cedar shakes and shingles have been fixed, raised,  
7 stabilized, or maintained at artificially inflated levels; and
- 8 c. Purchasers of Certi-Label cedar shakes and shingles have been deprived of free  
9 and open competition among cedar shake and shingle manufacturers.

10 304. The purpose of the conspiratorial conduct of Defendants and their con-  
12 spirators was to raise, fix, or maintain the price of cedar shakes and shingles and, as a direct  
13 and foreseeable result, Plaintiffs and the other members of the Classes paid supra-competitive  
14 prices for Certi-Label cedar shakes and shingles during the Class Period.

15 305. By reason of the alleged violations of the antitrust and other laws, Plaintiffs and  
16 the other members of the Classes have sustained injury to their businesses or property, having  
17 paid higher prices for Certi-Label cedar shakes and shingles than they would have paid in the  
18 absence of Defendants' illegal contract, combination, or conspiracy, and as a result have suffered  
19 damages.

20 306. This is an antitrust injury of the type that the antitrust laws were meant to punish  
21 and prevent.

## 22 **IX. FRAUDULENT CONCEALMENT AND TOLLING**

23 307. Plaintiffs had neither actual nor constructive knowledge of the facts constituting  
24 its claim for relief.

25 308. Plaintiffs and the other members of the Classes did not discover, nor could have  
26 discovered through the existence of reasonable diligence, the existence of the conspiracy alleged  
27 herein until on or about February 13, 2019, the date on which S&W Forest Products filed its  
28

1 antitrust complaint and exposed particularized allegations of collusion among Defendants.

2 309. Defendants and their co-conspirators engaged in a secret conspiracy that did not  
3 reveal facts that would put Plaintiffs and the other members of the Classes on inquiry notice that  
4 there was a conspiracy to fix the prices of cedar shakes and shingles.

5 310. Accordingly, Plaintiff should not have had either actual or constructive knowledge  
6 of the conspiracy until the S&W complaint was filed.

7 311. Furthermore, Defendants and their co-conspirators took active steps to conceal the  
8 conspiracy and prevent Plaintiffs and the other members of the Classes from discovering its  
9 existence until the S&W complaint was filed. For example, to discuss and implement the  
10 conspiracy, Defendants and their co-conspirators met in private at their places of business and  
12 during CSSB meetings that were not open to the public. They also discussed the conspiracy  
13 during private telephone calls. Finally, Defendants and their co-conspirators did not reveal in  
14 their price increase announcements or otherwise that a reason for the price increases and price  
15 levels during the Class Period was the anticompetitive conspiracy described herein.

16 312. Because the alleged conspiracy was kept secret, Plaintiffs and the other members  
17 of the Classes were unaware of this unlawful conduct alleged herein and did not know that the  
18 prices they paid for Certi-Label cedar shakes and shingles were artificially high during the Class  
19 Period.

## 20 **X. CLAIMS FOR RELIEF**

### 21 **A. Claims Under Federal Law**

#### 22 **1. Violation of Section 1 of the Sherman Act**

23 313. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
24 allegation set forth in the preceding paragraphs of this Complaint.

25 314. Beginning at a time currently unknown to Plaintiffs, but at least as early as  
26 January 1, 2011, and continuing through the present, the exact dates being unknown to Plaintiffs,  
27 Defendants and their co-conspirators entered into a continuing agreement, understanding, and  
28

1 conspiracy in restraint of trade artificially to fix, raise, stabilize, and peg prices for Certi-Label  
 2 cedar shakes and shingles in the United States, in violation of Section 1 of the Sherman Act (15  
 3 U.S.C. § 1).

4 315. In forming and carrying out the alleged agreement, understanding, and  
 5 conspiracy, Defendants and their co-conspirators did those things that they combined and  
 6 conspired to do, including but not limited to the acts, practices, and course of conduct set forth  
 7 above, and the following, among others:

- 8 a. Fixing, raising, stabilizing, and maintaining the price of Certi-Label cedar shakes  
 9 and shingles; and
- 10 b. Excluding upstart and lower-cost cedar shake and shingle manufacturers from the  
 12 Certi-Label cedar shakes and shingles market.

13 316. The combination and conspiracy alleged herein has had the following effects,  
 14 among others:

- 15 a. Price competition in the sale of Certi-Label cedar shakes and shingles has been  
 16 restrained, suppressed, or eliminated in the United States;
- 17 b. Prices for Certi-Label cedar shakes and shingles manufactured by Defendants and  
 18 their co-conspirators have been fixed, raised, maintained and stabilized at  
 19 artificially high, non-competitive levels throughout the United States; and
- 20 c. Those who purchased Certi-Label cedar shakes and shingles manufactured by  
 21 Defendants and their co-conspirators have been deprived of the benefits of free  
 22 and open competition.

23 317. Plaintiffs and members of the Classes have been injured and will continue to be  
 24 injured in their businesses and property by paying more for Certi-Label cedar shakes and  
 25 shingles manufactured by Defendants and their co-conspirators for resale than they would have  
 26 paid and will pay in the absence of the combination and conspiracy.



**B. State Law Antitrust Claims<sup>12</sup>****1. Violation of Arizona's Uniform State Antitrust Act (Arizona Revised Statutes §§ 44-1401, *et seq.*) on behalf of the Arizona Class**

318. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

319. Defendants have entered into an unlawful agreement in restraint of trade in violation of Arizona Revised Statutes §§ 44-1401, *et seq.*

320. Defendants entered into a contract, combination, or conspiracy between two or more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar shakes and shingles market, a substantial part of which occurred within Arizona.

321. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the relevant market, a substantial part of which occurred within Arizona, for the purpose of excluding competition or controlling, fixing, or maintaining prices in the Certi-Label cedar shakes and shingles market.

322. During the Class Period, Defendants' illegal conduct was flagrant and substantially affected Arizona's trade and commerce.

323. As a direct and proximate cause of Defendants' unlawful conduct, members of the Arizona Class have been injured in their business or property and are threatened with further injury.

324. The combination and conspiracy alleged herein has had the following effects, among others:

- a. Price competition in the sale of Certi-Label cedar shakes and shingles has been restrained, suppressed, and/or eliminated in the United States;
- b. Prices for Certi-Label cedar shakes and shingles manufactured by Defendants and all of their co-conspirators have been fixed, raised, maintained and stabilized at

---

<sup>12</sup> Whenever Defendants' unlawful conduct is discussed in any allegation below, this should be read to include the conduct of named and unnamed co-conspirators.

artificially high, non-competitive levels throughout the United States; and

- c. Those who purchased Certi-Label cedar shakes and shingles manufactured by the Defendants and their co-conspirators have been deprived of the benefits of free and open competition.

325. By reason of the foregoing, Defendants entered into agreements in restraint of trade in violation of Arizona Revised Statutes §§ 44-1401, *et seq.* Accordingly, members of the Arizona Class are entitled to and seek all damages and other forms of relief available under Arizona Revised Statutes §§ 44-1401, *et seq.*

326. Notice and a copy of this Complaint is being served upon the Arizona Attorney General on behalf of the Arizona Class. Ariz. Rev. Stat. § 44-1415.

**2. Violation of California’s Cartwright Act (Cal. Bus. & Prof. Code § 1600, *et seq.*) on behalf of the California Class**

327. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

328. Defendants have entered into an unlawful agreement in restraint of trade in violation of the California Business and Professions Code §§ 16700, *et seq.*, (“The Cartwright Act”).

329. California policy is that “vigorous representation and protection of consumer interests are essential to the fair and efficient functioning of a free enterprise market economy,” including by fostering competition in the marketplace. Cal. Bus. & Prof. Code § 301.

330. Under the Cartwright Act, indirect purchasers have standing to bring and maintain an action for damages and other relief based on the facts alleged in this Complaint. Cal. Bus. & Prof. Code § 16750(a).

331. Under California law, a trust is any combination intended for various purposes, including but not limited to creating or carrying out restrictions in trade or commerce, limiting or reducing the production or increasing the price of merchandise, or preventing competition in the

1 market for a commodity. Cal. Bus. & Prof. Code § 16720. Every trust in California is unlawful  
 2 except as provided by the Code. Cal. Bus. & Prof. Code § 16726.

3 332. During the Class Period, Defendants and their co-conspirators entered into and  
 4 engaged in a continuing unlawful trust in restraint of the trade and commerce described above in  
 5 violation of Section 16720 of the California Business and Professions Code. Defendants, and  
 6 each of them, have acted in violation of Section 16720 of the California Business and  
 7 Professions Code to fix, raise, stabilize, and/or maintain prices of Certi-Label cedar shakes and  
 8 shingles at supra-competitive levels. The aforesaid violations of Section 16720 of the California  
 9 Business and Professions Code consisted, without limitation, of a continuing unlawful trust and  
 10 concert of action among the Defendants and their co-conspirators, the substantial terms of which  
 12 were to fix, raise, maintain, and/or stabilize the prices of Certi-Label cedar shakes and shingles.

13 333. The combination and conspiracy alleged herein has had the following effects,  
 14 among others:

- 15 a. Price competition in the sale of Certi-Label cedar shakes and shingles has been  
 16 restrained, suppressed, and/or eliminated in the United States;
- 17 b. Prices for Certi-Label cedar shakes and shingles manufactured by Defendants and  
 18 all of their Co-Conspirators have been fixed, raised, maintained and stabilized at  
 19 artificially high, non-competitive levels throughout the United States; and
- 20 c. Those who purchased Certi-Label cedar shakes and shingles manufactured by the  
 21 Defendants and their co-conspirators have been deprived of the benefits of free  
 22 and open competition.

23 334. The California Class purchased Certi-Label cedar shakes and shingles within the  
 24 State of California during the Class Period.

25 335. But for Defendants' conduct set forth herein, the price of Certi-Label cedar shakes  
 26 and shingles would have been lower, in an amount to be determined at trial.

27 336. Defendants' anticompetitive conduct was knowing, willful and constitutes a  
 28

1 flagrant violation of the California Business and Professions Code §§ 16700, *et seq.*

2 337. For the purpose of forming and effectuating the unlawful trust, Defendants and  
3 their co-conspirators have done those things which they combined and conspired to do, including  
4 but not in any way limited to the acts, practices and course of conduct set forth above and the  
5 following: fixing, raising, stabilizing, and/or pegging the price of Certi-Label cedar shakes and  
6 shingles.

7 **3. Violation of the Colorado Revised Statutes §§ 6-4-101, *et seq.***  
8 **on behalf of the Colorado Class.**

9 338. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
10 allegation set forth in the preceding paragraphs of this Complaint.

11 339. Defendants have entered into an unlawful agreement in restraint of trade in  
12 violation of the Colorado Revised Statutes §§ 6-4-101, *et seq.*

13 340. The combination and conspiracy alleged herein has had the following effects,  
14 among others:

- 15 a. Price competition in the sale of Certi-Label cedar shakes and shingles has been  
16 restrained, suppressed, and/or eliminated in the United States;
- 17 b. Prices for Certi-Label cedar shakes and shingles manufactured by Defendants and  
18 all of their Co-Conspirators have been fixed, raised, maintained and stabilized at  
19 artificially high, non-competitive levels throughout the United States; and
- 20 c. Those who purchased Certi-Label cedar shakes and shingles manufactured by the  
21 Defendants and their co-conspirators have been deprived of the benefits of free  
22 and open competition.

23 341. During the Class Period, Defendants' illegal conduct substantially affected  
24 Colorado commerce.

25 342. As a direct and proximate result of Defendants' unlawful conduct, members of the  
26 Colorado Class have been injured in their business and property and are threatened with further  
27

injury.

343. By reason of the foregoing, Defendants entered into agreements in restraint of trade in violation of Colorado Revised Statutes §§ 6-4-101, *et seq.* Accordingly, Colorado Plaintiff(s) and members of the Colorado Class seek all damages and other forms of relief available under Colorado Revised Statutes §§ 6-4-101, *et seq.*

344. Notice and a copy of this Complaint is being served upon the Colorado Attorney General on behalf of the Colorado Class. Colo. Rev. Stat. § 6-4-115.

**4. Violation of the District of Columbia Antitrust Act (D.C. Code § 28-4501, *et seq.*) on behalf of the District of Columbia Class**

345. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

346. The policy of District of Columbia Code, Title 28, Chapter 45 (Restraints of Trade) is to “promote the unhampered freedom of commerce and industry throughout the District of Columbia by prohibiting restraints of trade and monopolistic practices.”

347. The combination and conspiracy alleged herein has had the following effects, among others:

- a. Price competition in the sale of Certi-Label cedar shakes and shingles has been restrained, suppressed, and/or eliminated in the United States;
- b. Prices for Certi-Label cedar shakes and shingles manufactured by Defendants and all of their Co-Conspirators have been fixed, raised, maintained and stabilized at artificially high, non-competitive levels throughout the United States; and
- c. Those who purchased Certi-Label cedar shakes and shingles manufactured by the Defendants and their co-conspirators have been deprived of the benefits of free and open competition.

348. Members of the District of Columbia Class purchased Certi-Label cedar shakes and shingles within the District of Columbia during the Class Period. But for Defendants’

1 conduct set forth herein, the price of Certi-Label cedar shakes and shingles would have been  
2 lower, in an amount to be determined at trial.

3 349. Under District of Columbia law, indirect purchasers have standing to maintain an  
4 action under the antitrust provisions of the D.C. Code based on the facts alleged in this  
5 Complaint, because “any indirect purchaser in the chain of manufacture, production or  
6 distribution of goods...shall be deemed to be injured within the meaning of this chapter.” D.C.  
7 Code § 28-4509(a).

8 350. Defendants contracted, combined or conspired to act in restraint of trade within  
9 the District of Columbia, and monopolized or attempted to monopolize the market for Certi-  
10 Label cedar shakes and shingles within the District of Columbia, in violation of D.C. Code § 28-  
12 4501, *et seq.*

13 351. Members of the District of Columbia Class were injured with respect to purchases  
14 of Certi-Label cedar shakes and shingles in the District of Columbia and are entitled to all forms  
15 of relief, including actual damages, treble damages, and interest, reasonable attorney’s fees and  
16 costs.

17 **5. Violation of the Illinois Antitrust Act (740 §§ ILCS 10/1, *et***  
18 ***seq.*) on behalf of the Illinois Class**

19 352. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
20 allegation set forth in the preceding paragraphs of this Complaint.

21 353. The Illinois Antitrust Act, 740 ILCS 10/1, *et seq.*, aims “to promote the  
22 unhampered growth of commerce and industry throughout the State by prohibiting restraints of  
23 trade which are secured through monopolistic or oligarchic practices and which act or tend to act  
24 to decrease competition between and among persons engaged in commerce and trade. . . .” 740  
25 ILCS 10/1.

26 354. Members of the Illinois Class have standing to pursue claims against the  
27 Defendants and their co-conspirators, as the Illinois Antitrust Act provides in relevant part that,

1 “[n]o provision of this Act shall deny any person who is an indirect purchaser the right to sue for  
2 damages.” 740 ILCS 10/7.

3 355. Members of the Illinois Class purchased Certi-Label cedar shakes and shingles  
4 within the State of Illinois during the Class Period. But for Defendants’ conduct set forth herein,  
5 the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be  
6 determined at trial.

7 356. Under the Illinois Antitrust Act, indirect purchasers have standing to maintain an  
8 action for damages based on the facts alleged in this Complaint. 740 ILCS 10/7(2).

9 357. Defendants made contracts or engaged in a combination or conspiracy with each  
10 other, though they would have been competitors but for their prior agreement, for the purpose of  
12 fixing, controlling or maintaining prices for Certi-Label cedar shakes and shingles sold, and/or  
13 for allocating customers or markets for Certi-Label cedar shakes and shingles within the  
14 intrastate commerce of Illinois.

15 358. Defendants further unreasonably restrained trade or commerce and established,  
16 maintained or attempted to acquire monopoly power over the market for Certi-Label cedar  
17 shakes and shingles in Illinois for the purpose of excluding competition, in violation of 740 ILCS  
18 10/1, *et seq.*

19 359. During the Class Period, Defendants’ illegal conduct substantially affected Illinois  
20 commerce, including by causing the price of Certi-Label cedar shakes and shingles in Illinois to  
21 be artificially elevated to the detriment of the members of the Illinois Class.

22 360. Members of the Illinois Class were injured with respect to purchases of Certi-  
23 Label cedar shakes and shingles in Illinois and are entitled to all forms of relief, including actual  
24 damages, treble damages, reasonable attorney’s fees, and costs.

25 **6. Violation of Iowa Competition Law (Iowa Code §§ 553.1, *et***  
26 ***seq.*) on behalf of the Iowa Class**

27 361. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
28



1 allegation set forth in the preceding paragraphs of this Complaint.

2 362. The Iowa Competition Law aims to “prohibit[] restraint of economic activity and  
3 monopolistic practices.” Iowa Code § 553.2.

4 363. Members of the Iowa Class purchased Certi-Label cedar shakes and shingles  
5 within the State of Iowa during the Class Period. But for Defendants’ conduct set forth herein,  
6 the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be  
7 determined at trial.

8 364. Defendants contracted, combined or conspired to restrain or monopolize trade in  
9 the market for Certi-Label cedar shakes and shingles, and attempted to establish or did in fact  
10 establish a monopoly for the purpose of excluding competition or controlling, fixing or  
12 maintaining prices for Certi-Label cedar shakes and shingles, in violation of Iowa Code § 553.1,  
13 *et seq.*

14 365. During the Class Period, Defendants’ illegal conduct substantially affected Iowa  
15 commerce, including by causing the price in Iowa of cedar shakes and shingles to be artificially  
16 elevated.

17 366. Members of the Iowa Class were injured with respect to purchases of Certi-Label  
18 cedar shakes and shingles in Iowa, and are entitled to all forms of relief, including actual  
19 damages, exemplary damages for willful conduct, reasonable attorney’s fees and costs, and  
20 injunctive relief.

21 **7. Violation of the Kansas Restraint of Trade Act (Kan. Stat. Ann.**  
22 **§§ 50-112, *et seq.*) on behalf of the Kansas Class**

23 367. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
24 allegation set forth in the preceding paragraphs of this Complaint.

25 368. The Kansas Restraint of Trade Act aims to prohibit practices which, *inter alia*,  
26 “tend to prevent full and free competition in the importation, transportation or sale of articles  
27 imported into this state.” Kan. Stat. Ann. § 50-112.

369. Members of the Kansas Class purchased Certi-Label cedar shakes and shingles within the State of Kansas during the Class Period. But for Defendants' conduct set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be determined at trial.

370. Under the Kansas Restraint of Trade Act, indirect purchasers have standing to maintain an action based on the facts alleged in this Complaint. Kan. Stat. Ann § 50-161(b).

371. Defendants combined capital, skill or acts for the purposes of creating restrictions in trade or commerce of Certi-Label cedar shakes and shingles, increasing the price of Certi-Label cedar shakes and shingles, preventing competition in the sale of Certi-Label cedar shakes and shingles, or binding themselves not to sell Certi-Label cedar shakes and shingles, in a manner that established the price of Certi-Label cedar shakes and shingles and precluded free and unrestricted competition among themselves in the sale of Certi-Label cedar shakes and shingles, in violation of Kan. Stat. Ann. § 50-101, *et seq.*

372. Members of the Kansas Class were injured with respect to purchases of Certi-Label cedar shakes and shingles in Kansas and are entitled to all forms of relief, including actual damages, reasonable attorney's fees and costs, and injunctive relief.

**8. Violation of Maine's Antitrust Statute (Me. Rev. Stat. Ann. Tit. 10, § 1101, *et seq.*) on behalf of the Maine Class**

373. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

374. Part 3 of Title 10 the Maine Revised Statutes generally governs regulation of trade in Maine. Chapter 201 thereof governs monopolies and profiteering, generally prohibiting contracts in restraint of trade and conspiracies to monopolize trade. Me. Rev. Stat. Ann. Tit. 10, §§ 1101-02.

375. Members of the Maine Class purchased Certi-Label cedar shakes and shingles within the State of Maine during the Class Period. But for Defendants' conduct set forth herein,

1 the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be  
2 determined at trial.

3 376. Under Maine law, indirect purchasers have standing to maintain an action based  
4 on the facts alleged in this Complaint. Me. Rev. Stat. Ann. Tit. 10, § 1104(1).

5 377. Defendants contracted, combined or conspired in restraint of trade or commerce  
6 of Certi-Label cedar shakes and shingles within the intrastate commerce of Maine, and  
7 monopolized or attempted to monopolize the trade or commerce of Certi-Label cedar shakes and  
8 shingles within the intrastate commerce of Maine, in violation of Me. Rev. Stat. Ann. Tit. 10, §  
9 1101, *et seq.*

10 378. Members of the Maine Class were injured with respect to purchases of Certi-  
12 Label cedar shakes and shingles in Maine and are entitled to all forms of relief, including actual  
13 damages, treble damages, reasonable attorneys' and experts' fees and costs.

14 **9. Violation of the Michigan Antitrust Reform Act (Mich. Comp.**  
15 **Laws §§ 445.771, *et seq.*) on behalf of the Michigan Class**

16 379. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
17 allegation set forth in the preceding paragraphs of this Complaint.

18 380. The Michigan Antitrust Reform Act aims "to prohibit contracts, combinations,  
19 and conspiracies in restraint of trade or commerce...to prohibit monopolies and attempts to  
20 monopolize trade or commerce...[and] to provide remedies, fines, and penalties for violations of  
21 this act." Mich. Act 274 of 1984.

22 381. Members of the Michigan Class purchased Certi-Label cedar shakes and shingles  
23 within the State of Michigan during the Class Period. But for Defendants' conduct set forth  
24 herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount  
25 to be determined at trial.

26 382. Under the Michigan Antitrust Reform Act, indirect purchasers have standing to  
27 maintain an action based on the facts alleged in this Complaint. Mich. Comp. Laws. §  
28

1 452.778(2).

2 383. Defendants contracted, combined or conspired to restrain or monopolize trade or  
3 commerce in the market for Certi-Label cedar shakes and shingles, in violation of Mich. Comp.  
4 Laws § 445.772, *et seq.*

5 384. Members of the Michigan Class were injured with respect to purchases of Certi-  
6 Label cedar shakes and shingles in Michigan and are entitled to all forms of relief, including  
7 actual damages, treble damages for flagrant violations, interest, costs, reasonable attorney's fees,  
8 and injunctive or other appropriate equitable relief.

9 **10. Violation of Minnesota Antitrust Law (Minn. Stat. §§ 325D.49,**  
10 ***et seq.*) on behalf of the Minnesota Class**

12 385. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
13 allegation set forth in the preceding paragraphs of this Complaint.

14 386. The Minnesota Antitrust Law of 1971 aims to prohibit any contract, combination  
15 or conspiracy when any part thereof was created, formed, or entered into in Minnesota; any  
16 contract, combination or conspiracy, wherever created, formed or entered into; any  
17 establishment, maintenance or use of monopoly power; and any attempt to establish, maintain or  
18 use monopoly power, whenever any of these affect Minnesota trade or commerce.

19 387. Members of the Minnesota Class purchased Certi-Label cedar shakes and shingles  
20 within the State of Minnesota during the Class Period. But for Defendants' conduct set forth  
21 herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount  
22 to be determined at trial.

23 388. Under the Minnesota Antitrust Act of 1971, indirect purchasers have standing to  
24 maintain an action based on the facts alleged in this Complaint. Minn. Stat. § 325D.56.

25 389. Defendants contracted, combined or conspired in unreasonable restraint of trade  
26 or commerce in the market for Certi-Label cedar shakes and shingles within the intrastate  
27 commerce of and outside of Minnesota; established, maintained, used or attempted to establish,  
28

maintain or use monopoly power over the trade or commerce in the market for Certi-Label cedar shakes and shingles within the intrastate commerce of and outside of Minnesota; and fixed prices and allocated markets for Certi-Label cedar shakes and shingles within the intrastate commerce of and outside of Minnesota, in violation of Minn. Stat. § 325D.49, *et seq.*

390. Members of the Minnesota Class were injured with respect to purchases of Certi-Label cedar shakes and shingles in Minnesota and are entitled to all forms of relief, including actual damages, treble damages, costs and disbursements, reasonable attorney's fees, and injunctive relief necessary to prevent and restrain violations hereof.

**11. Violation of the Mississippi Antitrust Statute (Miss. Code Ann. § 74-21-1, *et seq.*) on behalf of the Mississippi Class**

391. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

392. Title 75 of the Mississippi Code regulates trade, commerce and investments. Chapter 21 thereof generally prohibits trusts and combines in restraint or hindrance of trade, with the aim that "trusts and combines may be suppressed, and the benefits arising from competition in business [are] preserved" to Mississippians. Miss. Code Ann. § 75-21-39.

393. Trusts are combinations, contracts, understandings or agreements, express or implied, when inimical to the public welfare and with the effect of, *inter alia*, restraining trade, increasing the price or output of a commodity, or hindering competition in the production or sale of a commodity. Miss. Code Ann. § 75-21-1.

394. Members of the Mississippi Class purchased Certi-Label cedar shakes and shingles within the State of Mississippi during the Class Period. But for Defendants' conduct set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be determined at trial.

395. Under Mississippi law, indirect purchasers have standing to maintain an action under the antitrust provisions of the Mississippi Code based on the facts alleged in this

Defendants combined, contracted, understood and agreed in the market for cedar shakes and shingles, in a manner inimical to public welfare, with the effect of restraining trade, increasing the price of cedar shakes and shingles and hindering competition in the sale of cedar shakes and shingles, in violation of Miss. Code Ann. § 75-21-1(a), *et seq.*

396. Defendants monopolized or attempted to monopolize the production, control or sale of Certi-Label cedar shakes and shingles, in violation of Miss. Code Ann. § 75-21-3, *et seq.*

397. Defendants' Certi-Label cedar shakes and shingles are sold indirectly via distributors throughout the State of Mississippi. During the Class Period, Defendants' illegal conduct substantially affected Mississippi commerce.

398. Members of the Mississippi Class were injured with respect to purchases of Certi-Label cedar shakes and shingles in Mississippi and are entitled to all forms of relief, including actual damages and a penalty of \$500 per instance of injury.

**12. Violation of the Missouri Merchandising Practices Act (Mo. Stat. § 407.010, *et seq.*) on behalf of the Missouri Class**

399. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

400. Chapter 407 of the Missouri Merchandising Practices Act (the "MMPA") generally governs unlawful business practices, including antitrust violations such as restraints of trade and monopolization.

401. Members of the Missouri Class purchased cedar shakes and shingles within the State of Missouri during the Class Period. But for Defendants' conduct set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be determined at trial.

402. Under Missouri law, indirect purchasers have standing to maintain an action under the MMPA based on the facts alleged in this Complaint. *Gibbons v. J. Nuckolls, Inc.*, 216 S.W.3d 667, 669 (Mo. 2007).

403. Defendants contracted, combined or conspired in restraint of trade or commerce of Certi-Label cedar shakes and shingles within the intrastate commerce of Missouri, and monopolized or attempted to monopolize the market for Certi-Label cedar shakes and shingles within the intrastate commerce of Missouri by possessing monopoly power in the market and willfully maintaining that power through agreements to fix prices, allocate markets and otherwise control trade, in violation of Mo. Ann. Stat. § 407.010, *et seq.*

404. Members of the Missouri Class were injured with respect to purchases of Certi-Label cedar shakes and shingles in Missouri and are entitled to all forms of relief, including actual damages or liquidated damages in an amount which bears a reasonable relation to the actual damages which have been sustained, as well as reasonable attorney's fees, costs, and injunctive relief.

**13. Violation of the Nebraska Junkin Act (Neb. Rev. Stat. § 59-801, *et seq.*) on behalf of the Nebraska Class**

405. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

406. Chapter 59 of the Nebraska Revised Statute generally governs business and trade practices. Sections 801 through 831 thereof, known as the Junkin Act, prohibit antitrust violations such as restraints of trade and monopolization.

407. Members of the Nebraska Class purchased Certi-Label cedar shakes and shingles within the State of Nebraska during the Class Period. But for Defendants' conduct set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be determined at trial.

408. Under Nebraska law, indirect purchasers have standing to maintain an action under the Junkin Act based on the facts alleged in this Complaint. Neb. Rev. Stat. § 59-821.

409. Defendants contracted, combined or conspired in restraint of trade or commerce of Certi-Label cedar shakes and shingles within the intrastate commerce of Nebraska, and



monopolized or attempted to monopolize the market for Certi-Label cedar shakes and shingles within the intrastate commerce of Nebraska by possessing monopoly power in the market and willfully maintaining that power through agreements to fix prices, allocate markets and otherwise control trade, in violation of Neb. Rev. Stat. § 59-801, *et seq.*

410. Members of the Nebraska Class were injured with respect to purchases of Certi-Label cedar shakes and shingles in Nebraska and are entitled to all forms of relief, including actual damages or liquidated damages in an amount which bears a reasonable relation to the actual damages which have been sustained, as well as reasonable attorney's fees, costs, and injunctive relief.

**14. Violations of the Nevada Unfair Trade Practices Act (Nev. Rev. Stat § 598A.030(1)) on behalf of the Nevada Class**

411. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

412. The Nevada Unfair Trade Practice Act ("NUTPA") states that "free, open and competitive production and sale of commodities...is necessary to the economic well-being of the citizens of the State of Nevada." Nev. Rev. Stat. Ann. § 598A.030(1).

413. The policy of NUTPA is to prohibit acts in restraint of trade or commerce, to preserve and protect the free, open and competitive market, and to penalize all persons engaged in anticompetitive practices. Nev. Rev. Stat. Ann. § 598A.030(2). Such acts include price fixing, division of markets, allocation of customers, and monopolization of trade. Nev. Rev. Stat. Ann. § 598A.060.

414. Members of the Nevada Class purchased Certi-Label cedar shakes and shingles within the State of Nevada during the Class Period. But for Defendants' conduct set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be determined at trial.

415. Under Nevada law, indirect purchasers have standing to maintain an action under

1 NUTPA based on the facts alleged in this Complaint. Nev. Rev. Stat. Ann. §598A.210(2).

2 416. Defendants fixed prices by agreeing to establish prices for Certi-Label cedar  
3 shakes and shingles in Nevada, divided Nevada markets, allocated Nevada customers, and  
4 monopolized or attempted monopolize trade or commerce of Certi-Label cedar shakes and  
5 shingles within the intrastate commerce of Nevada, constituting a contract, combination or  
6 conspiracy in restraint of trade in violation of Nev. Rev. Stat. Ann. § 598A, *et seq.*

7 417. Members of the Nevada Class were injured with respect to purchases of cedar  
8 shakes and shingles in Nevada in that many of sales of Defendants' Certi-Label cedar shakes and  
9 shingles took place in Nevada, purchased by Nevada consumers at supra-competitive prices  
10 caused by Defendants' conduct.

12 418. Accordingly, members of the Nevada Class are entitled to all forms of relief,  
13 including actual damages, treble damages, reasonable attorney's fees, costs, and injunctive relief.

14 419. In accordance with the requirements of § 598A.210(3), notice of this action was  
15 mailed to the Nevada Attorney General by Plaintiffs.

16 **15. Violation of New Hampshire's Antitrust Statute (N.H. Rev.**  
17 **Stat. Ann. §§ 356, *et seq.*) on behalf of the New Hampshire**  
**Class**

18 420. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
19 allegation set forth in the preceding paragraphs of this Complaint.

20 421. Title XXXI of the New Hampshire Statutes generally governs trade and  
21 commerce. Chapter 356 thereof governs combinations and monopolies and prohibits restraints of  
22 trade. N.H. Rev. Stat. Ann. §§ 356:2, 3.

23 422. Members of the New Hampshire Class purchased Certi-Label cedar shakes and  
24 shingles within the State of New Hampshire during the Class Period. But for Defendants'  
25 conduct set forth herein, the price of Certi-Label cedar shakes and shingles would have been  
26 lower, in an amount to be determined at trial.

27 423. Under New Hampshire law, indirect purchasers have standing to maintain an  
28

1 action based on the facts alleged in this Complaint. N.H. Rev. Stat. Ann. § 356:11(II).

2 424. Defendants fixed, controlled or maintained prices for Certi-Label cedar shakes  
3 and shingles, allocated customers or markets for Certi-Label cedar shakes and shingles, and  
4 established, maintained or used monopoly power, or attempted to, constituting a contract,  
5 combination or conspiracy in restraint of trade in violation of N.H. Rev. Stat. Ann. § 356:1, *et*  
6 *seq.*

7 425. Members of the New Hampshire Class were injured with respect to purchases of  
8 Certi-Label cedar shakes and shingles in New Hampshire and are entitled to all forms of relief,  
9 including actual damages sustained, treble damages for willful or flagrant violations, reasonable  
10 attorney's fees, costs, and injunctive relief.

12 **16. Violation of the New Mexico Antitrust Act (N.M. Stat. Ann. §§**  
13 **57-1-1, *et seq.*) on behalf of the New Mexico Class.**

14 426. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
15 allegation set forth in the preceding paragraphs of this Complaint.

16 427. The New Mexico Antitrust Act aims to prohibit restraints of trade and  
17 monopolistic practices. N.M. Stat. Ann. 57-1-15.

18 428. Members of the New Mexico Class purchased Certi-Label cedar shakes and  
19 shingles within the State of New Mexico during the Class Period. But for Defendants' conduct  
20 set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an  
21 amount to be determined at trial.

22 429. Under New Mexico law, indirect purchasers have standing to maintain an action  
23 based on the facts alleged in this Complaint. N.M. Stat. Ann. § 57-1-3.

24 430. Defendants contracted, agreed, combined or conspired, and monopolized or  
25 attempted to monopolize trade for Certi-Label cedar shakes and shingles within the intrastate  
26 commerce of New Mexico, in violation of N.M. Stat. Ann. § 57-1-1, *et seq.*

27 431. Members of the New Mexico Class were injured with respect to purchases of  
28

1 Certi-Label cedar shakes and shingles in New Mexico and are entitled to all forms of relief,  
 2 including actual damages, treble damages, reasonable attorney's fees, costs, and injunctive relief.

3 **17. Violation of New York General Business Laws §§ 340, *et seq.*,  
 4 on behalf of the New York Class**

5 432. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
 6 allegation set forth in the preceding paragraphs of this Complaint.

7 433. Article 22 of the New York General Business Law general prohibits monopolies  
 8 and contracts or agreements in restraint of trade, with the policy of encouraging competition or  
 9 the free exercise of any activity in the conduct of any business, trade or commerce in New York.  
 10 N.Y. Gen. Bus. Law § 340(1).

12 434. Members of the New York Class purchased Certi-Label cedar shakes and shingles  
 13 within the State of New York during the Class Period. But for Defendants' conduct set forth  
 14 herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount  
 15 to be determined at trial.

16 435. Under New York law, indirect purchasers have standing to maintain an action  
 17 based on the facts alleged in this Complaint. N.Y. Gen. Bus. Law § 340(6).

18 436. Defendants established or maintained a monopoly within the intrastate commerce  
 19 of New York for the trade or commerce of Certi-Label cedar shakes and shingles and restrained  
 20 competition in the free exercise of the conduct of the business of Certi-Label cedar shakes and  
 21 shingles within the intrastate commerce of New York, in violation of N.Y. Gen. Bus. Law § 340,  
 22 *et seq.*

23 437. Members of the New York Class were injured with respect to purchases of cedar  
 24 shakes and shingles in New York and are entitled to all forms of relief, including actual damages,  
 25 treble damages, costs not exceeding \$10,000, and reasonable attorney's fees.

1                   **18. Violation of the North Carolina General Statutes §§ 75-1, *et***  
 2                   ***seq.*, on behalf of the North Carolina Class**

3                   438. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
 4                   allegation set forth in the preceding paragraphs of this Complaint.

5                   439. Defendants entered into a contract or combination in the form of trust or  
 6                   otherwise, or conspiracy in restraint of trade or commerce in the Certi-Label cedar shakes and  
 7                   shingles market, a substantial part of which occurred within North Carolina.

8                   440. Defendants established, maintained, or used a monopoly, or attempted to establish  
 9                   a monopoly, of trade or commerce in the Certi-Label cedar shakes and shingles market, for the  
 10                  purpose of affecting competition or controlling, fixing, or maintaining prices, a substantial part  
 11                  of which occurred within North Carolina.

12                  441. Defendants' unlawful conduct substantially affected North Carolina's trade and  
 13                  commerce.

14                  442. As a direct and proximate cause of Defendants' unlawful conduct, members of the  
 15                  North Carolina Class have been injured in their business or property and are threatened with  
 16                  further injury.

17                  443. By reason of the foregoing, members of the North Carolina Class are entitled to  
 18                  seek all forms of relief available, including treble damages, under N.C. Gen. Stat. § 75-1, *et seq.*

19                   **19. Violation of the North Dakota Uniform State Antitrust Act**  
 20                   **(N.D. Cent. Code §§ 51-08.1, *et seq.*) on behalf of the North**  
 21                   **Dakota Class**

22                  444. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
 23                  allegation set forth in the preceding paragraphs of this Complaint.

24                  445. The North Dakota Uniform State Antitrust Act generally prohibits restraints on or  
 25                  monopolization of trade. N.D. Cent. Code § 51-08.1, *et seq.*

26                  446. Members of the North Dakota Class purchased Certi-Label cedar shakes and  
 27                  shingles within the State of North Dakota during the Class Period. But for Defendants' conduct  
 28                  set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an

1 amount to be determined at trial.

2 447. Under the North Dakota Uniform State Antitrust Act, indirect purchasers have  
3 standing to maintain an action based on the facts alleged in this Complaint. N.D. Cent. Code §  
4 51-08.1-08.

5 448. Defendants contracted, combined or conspired in restraint of, or to monopolize  
6 trade or commerce in the market for Certi-Label cedar shakes and shingles, and established,  
7 maintained, or used a monopoly, or attempted to do so, for the purposes of excluding competition  
8 or controlling, fixing or maintaining prices for Certi-Label cedar shakes and shingles, in  
9 violation of N.D. Cent. Code §§ 51-08.1-02, 03.

10 449. Members of the North Dakota Class were injured with respect to purchases in  
12 North Dakota and are entitled to all forms of relief, including actual damages, treble damages for  
13 flagrant violations, costs, reasonable attorney's fees, and injunctive or other equitable relief.

14 **20. Violation of the Oregon Antitrust Law (Or. Rev. Stat §§**  
15 **646.705, *et seq.*) on behalf of the Oregon Class**

16 450. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
17 allegation set forth in the preceding paragraphs of this Complaint.

18 451. Chapter 646 of the Oregon Revised Statutes generally governs business and trade  
19 practices within Oregon. Sections 705 through 899 thereof govern antitrust violations, with the  
20 policy to "encourage free and open competition in the interest of the general welfare and  
21 economy of the state." Or. Rev. Stat. § 646.715.

22 452. Members of the Oregon Class purchased Certi-Label cedar shakes and shingles  
23 within the State of Oregon during the Class Period. But for Defendants' conduct set forth herein,  
24 the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be  
25 determined at trial.

26 453. Under Oregon law, indirect purchasers have standing under the antitrust  
27 provisions of the Oregon Revised Statutes to maintain an action based on the facts alleged in this  
28

1 Complaint. Or. Rev. Stat. § 646.780(1)(a).

2 454. Defendants contracted, combined, or conspired in restraint of trade or commerce  
3 of Certi-Label cedar shakes and shingles, and monopolized or attempted to monopolize the trade  
4 or commerce of Certi-Label cedar shakes and shingles, in violation of Or. Rev. Stat. § 646.705, *et*  
5 *seq.*

6 455. Members of the Oregon Class were injured with respect to purchases of Certi-  
7 Label cedar shakes and shingles within the intrastate commerce of Oregon, or alternatively to  
8 interstate commerce involving actual or threatened injury to persons located in Oregon, and are  
9 entitled to all forms of relief, including actual damages, treble damages, reasonable attorney's  
10 fees, expert witness fees and investigative costs, and injunctive relief.

12 **21. Violation of the Rhode Island Antitrust Act (R.I. Gen. Laws §§**  
13 **6-36-1, *et seq.*) on behalf of the Rhode Island Class**

14 456. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
15 allegation set forth in the preceding paragraphs of this Complaint.

16 457. The Rhode Island Antitrust Act aims to promote the unhampered growth of  
17 commerce and industry throughout Rhode Island by prohibiting unreasonable restraints of trade  
18 and monopolistic practices that hamper, prevent or decrease competition. R.I. Gen. Laws § 6-36-  
19 2(a)(2).

20 458. Members of the Rhode Island Class purchased Certi-Label cedar shakes and  
21 shingles within the State of Rhode Island during the Class Period. But for Defendants' conduct  
22 set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an  
23 amount to be determined at trial.

24 459. Under the Rhode Island Antitrust Act, indirect purchasers have standing to  
25 maintain an action based on the facts alleged in this Complaint. R.I. Gen. Laws § 6-36-11(a). In  
26 Rhode Island, the claims of the Class alleged herein run no later than January 1, 2011 (further  
27 investigation and discovery may reveal an earlier date) through the date that the effects of  
28



1 Defendants' anticompetitive conduct cease.

2 460. Defendants contracted, combined and conspired in restraint of trade of Certi-  
 3 Label cedar shakes and shingles within the intrastate commerce of Rhode Island, and established,  
 4 maintained or used, or attempted to establish, maintain or use, a monopoly in the trade of Certi-  
 5 Label cedar shakes and shingles for the purpose of excluding competition or controlling, fixing  
 6 or maintaining prices within the intrastate commerce of Rhode Island, in violation of R.I. Gen.  
 7 Laws § 6-36-1, *et seq.*

8 461. Members of the Rhode Island Class were injured with respect to purchases of  
 9 Certi-Label cedar shakes and shingles in Rhode Island and are entitled to all forms of relief,  
 10 including actual damages, treble damages, reasonable costs, reasonable attorney's fees, and  
 12 injunctive relief.

13 **22. Violation of the South Dakota Antitrust Statute (S.D. Codified**  
 14 **Laws §§ 37-1, *et seq.*) on behalf of the South Dakota Class**

15 462. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
 16 allegation set forth in the preceding paragraphs of this Complaint.

17 463. Chapter 37-1 of the South Dakota Codified Laws prohibits restraint of trade,  
 18 monopolies and discriminatory trade practices. S.D. Codified Laws §§ 37-1- 3.1, 3.2.

19 464. Members of the South Dakota Class purchased Certi-Label cedar shakes and  
 20 shingles within the State of South Dakota during the Class Period. But for Defendants' conduct  
 21 set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an  
 22 amount to be determined at trial.

23 465. Under South Dakota law, indirect purchasers have standing under the antitrust  
 24 provisions of the South Dakota Codified Laws to maintain an action based on the facts alleged in  
 25 this Complaint. S.D. Codified Laws § 37-1-33.

26 466. Defendants contracted, combined or conspired in restraint of trade or commerce  
 27 of Certi-Label cedar shakes and shingles within the intrastate commerce of South Dakota, and  
 28

1 monopolized or attempted to monopolize trade or commerce of Certi-Label cedar shakes and  
 2 shingles within the intrastate commerce of South Dakota, in violation of S.D. Codified Laws §  
 3 37-1, *et seq.*

4 467. Members of the South Dakota Class were injured with respect to purchases of  
 5 Certi-Label cedar shakes and shingles in South Dakota and are entitled to all forms of relief,  
 6 including actual damages, treble damages, taxable costs, reasonable attorney's fees, and  
 7 injunctive or other equitable relief.

8 **23. Violation of the Tennessee Trade Practices Act (Tenn. Code §§**  
 9 **47-25-101, *et seq.*) on behalf of the Tennessee Class**

10 468. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
 12 allegation set forth in the preceding paragraphs of this Complaint.

13 469. The Tennessee Trade Practices Act generally governs commerce and trade in  
 14 Tennessee, and it prohibits, inter alia, all arrangements, contracts, agreements, or combinations  
 15 between persons or corporations made with a view to lessen, or which tend to lessen, full and  
 16 free competition in goods in Tennessee. All such arrangements, contracts, agreements, or  
 17 combinations between persons or corporations designed, or which tend, to increase the prices of  
 18 any such goods, are against public policy, unlawful, and void. Tenn. Code, § 47-25-101.

19 470. Under Tennessee law, indirect purchasers (such as Plaintiff and the Tennessee  
 20 Class) have standing under the Tennessee Trade Practice Acts to maintain an action based on the  
 21 facts alleged in this Complaint.

22 471. Defendants competed unfairly and colluded by meeting to fix prices, divide  
 23 markets, and otherwise restrain trade as set forth herein, in violation of Tenn. Code, § 47-25-101,  
 24 *et seq.*

25 472. Defendant's conduct violated the Tennessee Trade Practice Act because it was an  
 26 arrangement, contract, agreement, or combination to lessen full and free competition in goods in  
 27 Tennessee, and because it tended to increase the prices of goods in Tennessee. Specifically,

Defendants' combination or conspiracy had the following effects: (1) price competition for Certi-Label cedar shakes and shingles was restrained, suppressed, and eliminated throughout Tennessee; (2) prices for Certi-Label cedar shakes and shingles were raised, fixed, maintained and stabilized at artificially high levels throughout Tennessee; (3) the Tennessee Class was deprived of free and open competition; and (4) the Tennessee Class paid supra-competitive, artificially inflated prices for Certi-Label cedar shakes and shingles.

473. During the Class Period, Defendants' illegal conduct had a substantial effect on Tennessee commerce as Certi-Label cedar shakes and shingles were sold in Tennessee.

474. The Tennessee Class purchased Certi-Label cedar shakes and shingles within the State of Tennessee during the Class Period. But for Defendants' conduct set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be determined at trial. As a direct and proximate result of Defendants' unlawful conduct, the Tennessee Class has been injured in their business and property and are threatened with further injury

475. Members of the Tennessee Class were injured with respect to purchases of Certi-Label cedar shakes and shingles in Tennessee and are entitled to all forms of relief available under the law, including return of the unlawful overcharges that they paid on their purchases, damages, equitable relief, and reasonable attorney's fees.

**24. Violation of the Utah Antitrust Act (Utah Code Ann. § 76-10-3101, *et seq.*) on behalf of the Utah Class**

476. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

477. The Utah Antitrust Act aims to "encourage free and open competition in the interest of the general welfare and economy of this state by prohibiting monopolistic and unfair trade practices, combinations and conspiracies in restraint of trade or commerce . . . ." Utah Code Ann. § 76-10-3102.

1           478. Members of the Utah Class purchased Certi-Label cedar shakes and shingles  
2 within the State of Utah during the Class Period. But for Defendants' conduct set forth herein,  
3 the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be  
4 determined at trial.

5           479. Under the Utah Antitrust Act, indirect purchasers who are either Utah residents or  
6 Utah citizens have standing to maintain an action based on the facts alleged in this Complaint.  
7 Utah Code Ann. § 76-10-3109(1)(a).

8           480. Defendants contracted, combined or conspired in restraint of trade or commerce  
9 of Certi-Label cedar shakes and shingles, and monopolized or attempted to monopolize trade or  
10 commerce of Certi-Label cedar shakes and shingles, in violation of Utah Code Ann. § 76-10-  
12 3101, *et seq.*

13           481. Members of the Utah Class who are either Utah residents or Utah citizens were  
14 injured with respect to purchases of Certi-Label cedar shakes and shingles in Utah and are  
15 entitled to all forms of relief, including actual damages, treble damages, costs of suit, reasonable  
16 attorney's fees, and injunctive relief.

17                   **25. Violation of the West Virginia Antitrust Act (W. Va. Code § 47-**  
18                   **18-1, *et seq.*) on behalf of the West Virginia Class**

19           482. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
20 allegation set forth in the preceding paragraphs of this Complaint.

21           483. The violations of federal antitrust law set forth above also constitute violations of  
22 section 47-18-1 of the West Virginia Code.

23           484. During the Class Period, Defendants and their co-conspirators engaged in a  
24 continuing contract, combination or conspiracy in unreasonable restraint of trade and commerce  
25 and other anticompetitive conduct alleged above in violation of W. Va. Code § 47-18-1, *et seq.*

26           485. Defendants' anticompetitive acts described above were knowing, willful and  
27 constitute violations or flagrant violations of the West Virginia Antitrust Act.

486. As a direct and proximate result of Defendants' unlawful conduct, members of the West Virginia Class have been injured in their business and property in that they paid more for Certi-Label cedar shakes and shingles than they otherwise would have paid in the absence of Defendants' unlawful conduct.

487. As a result of Defendants' violation of Section 47-18-3 of the West Virginia Antitrust Act, Members of the West Virginia Class seek treble damages and their cost of suit, including reasonable attorney's fees, pursuant to section 47-18-9 of the West Virginia Code.

**26. Violation of the Wisconsin Antitrust Act (Wis. Stat. §§ 133.01, et seq.) on behalf of the Wisconsin Class**

488. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

489. Chapter 133 of the Wisconsin Statutes governs trust and monopolies, with the intent "to safeguard the public against the creation or perpetuation of monopolies and to foster and encourage competition by prohibiting unfair and discriminatory business practices which destroy or hamper competition." Wis. Stat. § 133.01.

490. Members of the Wisconsin Class purchased Certi-Label cedar shakes and shingles within the State of Wisconsin during the Class Period. But for Defendants' conduct set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be determined at trial.

491. Under Wisconsin law, indirect purchasers have standing under the antitrust provisions of the Wisconsin Statutes to maintain an action based on the facts alleged in this Complaint. Wis. Stat. 133.18(a).

492. Defendants contracted, combined or conspired in restraint of trade or commerce of Certi-Label cedar shakes and shingles, and monopolized or attempted to monopolize the trade or commerce of Certi-Label cedar shakes and shingles, with the intention of injuring or destroying competition therein, in violation of Wis. Stat. § 133.01, *et seq.*

493. Members of the Wisconsin Class were injured with respect to purchases of Certi-Label cedar shakes and shingles in Wisconsin in that the actions alleged herein substantially affected the people of Wisconsin, with many in Wisconsin paying substantially higher prices for Certi-Label cedar shakes and shingles in Wisconsin.

494. Accordingly, members of the Wisconsin Class are entitled to all forms of relief, including actual damages, treble damages, costs and reasonable attorney's fees, and injunctive relief.

495. Defendants' and their co-conspirators' anticompetitive activities have directly, foreseeably, and proximately caused injury to Plaintiffs and members of the Classes in the United States. Their injuries consist of: (1) being denied the opportunity to purchase lower-priced Certi-Label cedar shakes and shingles from Defendants and co-conspirators, and (2) paying higher prices for Defendants' and co-conspirators' Certi-Label cedar shakes and shingles than they would have in the absence of the alleged misconduct. These injuries are of the type of the laws of the above States were designed to prevent, and flow from that which makes the alleged conduct unlawful.

496. Defendants are jointly and severally liable for all damages suffered by Plaintiff and members of the Classes.

### **C. Violations of State Consumer Protection Law**

#### **1. Violation of Alaska Statute § 45.50.471, *et seq.*, on behalf of the Alaska Class**

497. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

498. Defendants have engaged in unfair competition or unfair, unconscionable, or deceptive acts or practices in violation of Alaska Statute § 45.50.471, *et seq.*

499. Defendants knowingly agreed to, and did in fact, act in restraint of trade or commerce by affecting, fixing, controlling, and/or maintaining at non-competitive and artificially

1 inflated levels, the prices at which Certi-Label cedar shakes and shingles were sold, distributed,  
2 or obtained in Alaska and took efforts to conceal their agreements from members of the Class.

3 500. The aforementioned conduct on the part of Defendants constituted  
4 “unconscionable” and “deceptive” acts or practices in violation of Alaska law.

5 501. Defendants’ unlawful conduct had the following effects: (1) Certi-Label cedar  
6 shakes and shingles price competition was restrained, suppressed, and eliminated throughout  
7 Alaska; (2) Certi-Label cedar shakes and shingles prices were raised, fixed, maintained, and  
8 stabilized at artificially high levels throughout Alaska; (3) members of the Alaska Class were  
9 deprived of free and open competition; and (4) members of the Alaska Class paid supra-  
10 competitive, artificially inflated prices for Certi-Label cedar shakes and shingles.

12 502. During the Class Period, Defendants’ illegal conduct substantially affected Alaska  
13 commerce and consumers.

14 503. As a direct and proximate result of Defendants’ unlawful conduct, members of the  
15 Alaska Class have been injured and are threatened with further injury.

16 504. Defendants have engaged in unfair competition or unfair or deceptive acts or  
17 practices in violation of Alaska Stat. § 45.50.471, *et seq.*, and, accordingly, members of the  
18 Alaska Class seek all relief available under that statute.

19 **2. Violation of California’s Unfair Competition Law (Cal. Bus. &**  
20 **Prof. Code §§ 17200, *et seq.*) (“UCL”) on behalf of the**  
21 **California Class**

22 505. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
23 allegation set forth in the preceding paragraphs of this Complaint.

24 506. The violations of federal antitrust law set forth above also constitute violations of  
25 section 17200, *et seq.* of California Business and Professions Code.

26 507. Defendants have engaged in unfair competition or unfair, unconscionable,  
27 deceptive or fraudulent acts or practices in violation of the UCL by engaging in the acts and  
28 practices specified above.



1           508. This claim is instituted pursuant to sections 17203 and 17204 of California  
2 Business and Professions Code, to obtain restitution from these Defendants for acts, as alleged  
3 herein, that violated the UCL.

4           509. The Defendants' conduct as alleged herein violated the UCL. The acts, omissions,  
5 misrepresentations, practices and non-disclosures of Defendants, as alleged herein, constituted a  
6 common, continuous, and continuing course of conduct of unfair competition by means of unfair,  
7 unlawful, and/or fraudulent business acts or practices within the meaning of the UCL, including,  
8 but not limited to, the violations of section 16720, *et seq.*, of California Business and Professions  
9 Code, set forth above.

10           510. Defendants' acts, omissions, misrepresentations, practices, and non-disclosures, as  
12 described above, whether or not in violation of section 16720, *et seq.*, of California Business and  
13 Professions Code, and whether or not concerted or independent acts, are otherwise unfair,  
14 unconscionable, unlawful or fraudulent.

15           511. Members of the California Class are entitled to full restitution and/or  
16 disgorgement of all revenues, earnings, profits, compensation, and benefits that may have been  
17 obtained by Defendants as a result of such business acts or practices.

18           512. The illegal conduct alleged herein is continuing and there is no indication that  
19 Defendants will not continue such activity into the future.

20           513. The unlawful and unfair business practices of Defendants, and each of them, as  
21 described above, have caused and continue to cause the members of the California Class to pay  
22 supra-competitive and artificially-inflated prices for Certi-Label cedar shakes and shingles sold  
23 in the State of California. Members of the California Class suffered injury in fact and lost money  
24 or property as a result of such unfair competition.

25           514. As alleged in this Complaint, Defendants and their co-conspirators have been  
26 unjustly enriched as a result of their wrongful conduct and by Defendants' unfair competition.  
27 Members of the California Class are accordingly entitled to equitable relief including restitution  
28

1 and/or disgorgement of all revenues, earnings, profits, compensation, and benefits that may have  
 2 been obtained by Defendants as a result of such business practices, pursuant to California  
 3 Business and Professions Code sections 17203 and 17204.

4 **3. Violation of the Colorado Consumer Protection Act (Colo. Rev.**  
 5 **Stat. §§ 6-1-101, *et seq.*) on behalf of the Colorado Class**

6 515. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
 7 allegation set forth in the preceding paragraphs of this Complaint.

8 516. Defendants have engaged in unfair competition or unfair, unconscionable, or  
 9 deceptive acts or practices in violation of Colorado Consumer Protection Act, Colorado Rev.  
 10 Stat. § 6-1-101, *et seq.*

12 517. Defendants engaged in an unfair and deceptive trade practices during the course  
 13 of their business dealings, which significantly impacted Colorado Class members as an actual or  
 14 potential consumers of the Defendants' goods and which caused them to suffer injury.

15 518. Defendants took efforts to conceal their agreements from Class members.  
 16 Defendants' unlawful conduct had the following effects: (1) Certi-Label cedar shakes and  
 17 shingles price competition was restrained, suppressed, and eliminated throughout Colorado; (2)  
 18 Certi-Label cedar shakes and shingles prices were raised, fixed, maintained, and stabilized at  
 19 artificially high levels throughout Colorado; (3) members of the Colorado Class were deprived of  
 20 free and open competition; and (4) members of the Colorado Class paid supra-competitive,  
 21 artificially inflated prices for Certi-Label cedar shakes and shingles.

22 519. During the Class Period, Defendants' illegal conduct substantially affected  
 23 Colorado commerce and consumers.

24 520. As a direct and proximate result of Defendants' unlawful conduct, members of the  
 25 Colorado Class have been injured and are threatened with further injury.

26 521. Defendants have engaged in unfair competition or unfair or deceptive acts or  
 27 practices in violation of Colorado Rev. Stat. § 6-1-101, *et seq.*, and, accordingly, members of the  
 28

1 Colorado Class seek all relief available under that statute and as equity demands.

2 **4. Violation of Delaware's Consumer Fraud Act (6 Del. Code §§**  
 3 **2511, *et seq.*) on behalf of the Delaware Class**

4 522. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
 5 allegation set forth in the preceding paragraphs of this Complaint.

6 523. Defendants have engaged in unfair competition or unfair, unconscionable, or  
 7 deceptive acts or practices in violation of the Delaware Consumer Fraud Act, 6 Del. Code §2511,  
 8 *et seq.*

9 524. Defendants agreed to, and did in fact, act in restraint of trade or commerce in  
 10 Delaware, by affecting, fixing, controlling, and/or maintaining, at artificial and non-competitive  
 11 levels, the prices at which cedar shakes and shingles were sold, distributed, or obtained in  
 12 Delaware.

13 525. Defendants fraudulently concealed material facts from Plaintiff and members of  
 14 the Delaware Class concerning Defendants' unlawful activities and deceptively induced  
 15 Delaware Class members to purchase cedar shakes and shingles at artificially inflated prices.

16 526. Defendants misrepresented to all purchasers during the Class Period that  
 17 Defendants' cedar shakes and shingles prices were competitive and fair. Defendants' unlawful  
 18 conduct had the following effects: (1) cedar shakes and shingles price competition was  
 19 restrained, suppressed, and eliminated throughout Delaware; (2) cedar shakes and shingles prices  
 20 were raised, fixed, maintained, and stabilized at artificially high levels throughout Delaware; (3)  
 21 Plaintiff and members of the Delaware Class were deprived of free and open competition; and  
 22 (4) Plaintiff and members of the Delaware Class paid supra-competitive, artificially inflated  
 23 prices for cedar shakes and shingles.

24 527. During the Class Period, Defendants' illegal conduct had a substantial effect on  
 25 Delaware commerce and consumers.

26 528. As a direct and proximate result of Defendants' violations of law, members of the  
 27 Delaware Class suffered an ascertainable loss of money or property as a result of Defendants' use  
 28

1 or employment of unconscionable and deceptive commercial practices as set forth above. That  
 2 loss was caused by Defendants' willful and deceptive conduct, as described herein.

3 529. Defendants' deception, including their affirmative misrepresentations and  
 4 omissions concerning the price of Certi-Label cedar shakes and shingles, likely misled all  
 5 purchasers acting reasonably under the circumstances to believe that they were purchasing Certi-  
 6 Label cedar shakes and shingles at prices set by a free and fair market.

7 530. Defendants' misleading conduct and unconscionable activities constitute  
 8 violations of 6 Del. Code § 2511, *et seq.*, and, accordingly, members of the Delaware Class seek  
 9 all relief available under that statute.

10 **5. Violation of the District of Columbia Consumer Protection**  
 11 **Procedures Act (D.C. Code § 28-3901, *et seq.*) on behalf of the**  
 12 **District of Columbia Class**

13 531. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
 14 allegation set forth in the preceding paragraphs of this Complaint.

15 532. Members of the District of Columbia Class purchased Certi-Label cedar shakes  
 16 and shingles for personal, family, or household purposes.

17 533. By reason of the conduct alleged herein, Defendants have violated D.C. Code §  
 18 28-3901, *et seq.*

19 534. Defendants are "merchants" within the meaning of D.C. Code § 28- 3901(a)(3).

20 535. Defendants entered into a contract, combination, or conspiracy between two or  
 21 more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar  
 22 shakes and shingles market, a substantial part of which occurred within the District of Columbia.

23 536. Defendant established, maintained, or used a monopoly, or attempted to establish  
 24 a monopoly, of trade or commerce in the relevant market, a substantial part of which occurred  
 25 within the District of Columbia, for the purpose of excluding competition or controlling, fixing,  
 26 or maintaining prices in the Certi-Label cedar shakes and shingles market.

27 537. Defendants' conduct was an unfair method of competition, and an unfair or  
 28

1 deceptive act or practice within the conduct of commerce within the District of Columbia.

2 538. Defendants' unlawful conduct substantially affected the District of Columbia's  
3 trade and commerce.

4 539. As a direct and proximate cause of Defendants' unlawful conduct, members of the  
5 District of Columbia Class have been injured in their business or property and are threatened  
6 with further injury.

7 540. By reason of the foregoing, members of the District of Columbia Class are  
8 entitled to seek all forms of relief, including treble damages or \$1500 per violation (whichever is  
9 greater) plus punitive damages, reasonable attorney's fees and costs under D.C. Code § 28-3901,  
10 *et seq.*

12 **6. Violation of the Florida Deceptive and Unfair Trade Practices**  
13 **Act (Fla. Stat. § 501.201(2), *et seq.*) on behalf of the Florida**  
**Class**

14 541. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
15 allegation set forth in the preceding paragraphs of this Complaint.

16 542. The Florida Deceptive & Unfair Trade Practices Act, Florida Stat. §§ 501.201, *et*  
17 *seq.* (the "FDUTPA"), generally prohibits "unfair methods of competition, unconscionable acts  
18 or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce,"  
19 including practices in restraint of trade. Florida Stat. § 501.204(1).

20 543. The primary policy of the FDUTPA is "[t]o protect the consuming public and  
21 legitimate business enterprises from those who engage in unfair methods of competition, or  
22 unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce."  
23 Florida Stat. § 501.202(2).

24 544. A claim for damages under the FDUTPA has three elements: (1) a prohibited  
25 practice; (2) causation; and (3) actual damages.

26 545. Under Florida law, indirect purchasers have standing to maintain an action under  
27 the FDUTPA based on the facts alleged in this Complaint. Fla. Stat. § 501.211(a) ("anyone  
28

1 aggrieved by a violation of this [statute] may bring an action . . .”).

2 546. Members of the Florida Class purchased Certi-Label cedar shakes and shingles  
3 within the State of Florida during the Class Period. But for Defendants’ conduct set forth herein,  
4 the price of Certi-Label cedar shakes and shingles would have been lower, in an amount to be  
5 determined at trial.

6 547. Defendants entered into a contract, combination or conspiracy between two or  
7 more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar  
8 shakes and shingles market, a substantial part of which occurred within Florida.

9 548. Defendants established, maintained or used a monopoly, or attempted to establish  
10 a monopoly, of trade or commerce in the market for Certi-Label cedar shakes and shingles, for  
12 the purpose of excluding competition or controlling, fixing or maintaining prices in Florida at a  
13 level higher than the competitive market level, beginning at least as early as January 1, 2011 and  
14 continuing through the date of this filing.

15 549. Accordingly, Defendants’ conduct was an unfair method of competition, and an  
16 unfair or deceptive act or practice within the conduct of commerce within the State of Florida.

17 550. Defendants’ unlawful conduct substantially affected Florida’s trade and  
18 commerce.

19 551. As a direct and proximate cause of Defendants’ unlawful conduct, members of the  
20 Florida Class have been injured in their business or property by virtue of overcharges for Certi-  
21 Label cedar shakes and shingles and are threatened with further injury.

22 552. By reason of the foregoing, members of the Florida Class are entitled to seek all  
23 forms of relief, including injunctive relief pursuant to Florida Stat. §501.208 and declaratory  
24 judgment, actual damages, reasonable attorney’s fees and costs pursuant to Florida Stat. §  
25 501.211.

1                   **7. Violation of the Hawaii Revised Statutes Annotated §§ 480-1, *et***  
 2                   ***seq.*, on behalf of the Hawaii Class**

3           553. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
 4 allegation set forth in the preceding paragraphs of this Complaint.

5           554. Defendants have engaged in unfair competition or unfair, unconscionable, or  
 6 deceptive acts or practices in violation of the Hawaii Revised Statutes Annotated §§ 480-1, *et*  
 7 *seq.*

8           555. Defendants' unlawful conduct had the following effects: (1) Certi-Label cedar  
 9 shakes and shingles price competition was restrained, suppressed, and eliminated throughout  
 10 Hawaii; (2) Certi-Label cedar shakes and shingles prices were, fixed, maintained, and stabilized  
 11 at artificially high levels throughout Hawaii; (3) members of the Hawaii Class were deprived of  
 12 free and open competition; and (4) members of the Hawaii Class paid supra-competitive,  
 13 artificially inflated prices for cedar shakes and shingles.

14           556. During the Class Period, Defendants' illegal conduct substantially affected Hawaii  
 15 commerce and consumers.

16           557. As a direct and proximate result of Defendants' unlawful conduct, members of the  
 17 Damages Class have been injured and are threatened with further injury.

18                   **8. Violation of the Illinois Consumer Fraud and Deceptive**  
 19                   **Business Practices Act (Ill. Comp. Stat. Ann. 815 Ill. Comp.**  
 20                   **Stat. Ann. 505/10a, *et seq.*) on behalf of the Illinois Class**

21           558. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
 22 allegation set forth in the preceding paragraphs of this Complaint.

23           559. By reason of the conduct alleged herein, Defendants have violated 740 Ill. Comp.  
 24 Stat. Ann. 10/3(1), *et seq.*

25           560. Defendants entered into a contract, combination, or conspiracy between two or  
 26 more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar  
 27 shakes and shingles market, a substantial part of which occurred within Illinois.

28           561. Defendants established, maintained, or used a monopoly, or attempted to establish  
 RESELLER INDIRECT PURCHASER PLAINTIFFS'  
 CONSOLIDATED SECOND AMENDED CLASS ACTION  
 COMPLAINT (NO. 2:19-CV-451-MJP) - 114



1 a monopoly, of trade or commerce in the relevant market, a substantial part of which occurred  
 2 within Illinois, for the purpose of excluding competition or controlling, fixing, or maintaining  
 3 prices in the Certi-Label cedar shakes and shingles market.

4 562. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct  
 5 of commerce within the State of Illinois.

6 563. Defendants' conduct misled consumers, withheld material facts, and resulted in  
 7 material misrepresentations to members of the Illinois Class.

8 564. Defendants' unlawful conduct substantially affected Illinois's trade and  
 9 commerce.

10 565. As a direct and proximate cause of Defendants' unlawful conduct, members of the  
 12 Illinois Class were actually deceived and have been injured in their business or property and are  
 13 threatened with further injury.

14 566. By reason of the foregoing, members of the Illinois Class are entitled to seek all  
 15 forms of relief, including actual damages or any other relief the Court deems proper under 815  
 16 Ill. Comp. Stat. Ann. 505/10a, *et seq.*

17 **9. Violation of the Massachusetts Consumer Protection Act**  
 18 **(Mass. Gen. Laws Ch. 93A § 1, *et seq.*) on behalf of the**  
 19 **Massachusetts Class**

20 567. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
 21 allegation set forth in the preceding paragraphs of this Complaint.

22 568. By reason of the conduct alleged herein, Defendants have violated the  
 23 Massachusetts Consumer Protection Act, Mass. Gen. Laws Ch. 93A § 2, *et seq.*

24 569. Members of the Massachusetts Class purchased Certi-Label cedar shakes and  
 25 shingles within the State of Massachusetts during the Class Period. But for Defendants' conduct  
 26 set forth herein, the price of Certi-Label cedar shakes and shingles would have been lower, in an  
 27 amount to be determined at trial.

28 570. Defendants entered into a contract, combination, or conspiracy between two or

more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar shakes and shingles market, a substantial part of which occurred within Massachusetts.

571. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the market for Certi-Label cedar shakes and shingles, a substantial part of which occurred within Massachusetts, for the purpose of excluding competition or controlling, fixing, or maintaining prices in the Certi-Label cedar shakes and shingles market.

572. Defendants' conduct was an unfair method of competition, and an unfair or deceptive act or practice within the conduct of commerce within the State of Massachusetts.

573. Defendants' unlawful conduct substantially affected Massachusetts' trade and commerce.

574. As a direct and proximate cause of Defendants' unlawful conduct, members of the Massachusetts Class have been injured in their business or property and are threatened with further injury.

575. By reason of the foregoing, members of the Massachusetts Class are entitled to seek all forms of relief, including up to treble damages and reasonable attorney's fees and costs under Mass. Gen. Laws Ch. 93A § 9.

576. Upon information and belief, service of a demand letter on any Defendant was unnecessary due to the defendant not maintaining a place of business within the Commonwealth of Massachusetts or not keeping assets within the Commonwealth. Mass. Gen. Laws Ch. 93A § 2.

**10. Violation of the Michigan Consumer Protection Act (Mich. Comp. Laws Ann. §§ 445.901, *et seq.*) on behalf of the Michigan Class**

577. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

578. By reason of the conduct alleged herein, Defendants have violated Mich. Comp.

1 Laws Ann. § 445.901, *et seq.*

2 579. Defendants have entered into a contract, combination, or conspiracy between two  
3 or more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar  
4 shakes and shingles market, a substantial part of which occurred within Michigan.

5 580. Defendants established, maintained, or used a monopoly, or attempted to establish  
6 a monopoly, of trade or commerce in the Certi-Label cedar shakes and shingles market, for the  
7 purpose of excluding or limiting competition or controlling or maintaining prices, a substantial  
8 part of which occurred within Michigan.

9 581. Defendants' conduct was conducted with the intent to deceive Michigan  
10 consumers regarding the nature of Defendants' actions within the stream of Michigan commerce.

11 582. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct  
12 of commerce within the State of Michigan.

13 583. Defendants' conduct misled consumers, fraudulently concealed and  
14 misrepresented material facts, and took advantage of the inability of Michigan Class members to  
15 protect themselves, and deceptively induced Michigan Class members to purchase cedar shakes  
16 and shingles at supra-competitive, artificially inflated prices.

17 584. Defendants' unlawful conduct substantially affected Michigan's trade and  
18 commerce.

19 585. As a direct and proximate cause of Defendants' unlawful conduct, the Plaintiff  
20 and members of the Michigan Class have been injured in their business or property and are  
21 threatened with further injury.

22 586. By reason of the foregoing, members of the Michigan Class are entitled to seek all  
23 forms of relief available under Mich. Comp. Laws Ann. § 445.911.

24  
25 **11. Violation of the Minnesota Consumer Fraud Act (Minn. Stat. §**  
26 **235F.68, *et seq.*) on behalf of the Minnesota Class**

27 587. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
28

1 allegation set forth in the preceding paragraphs of this Complaint.

2 588. By reason of the conduct alleged herein, Defendants have violated Minn. Stat. §  
3 325F.68, *et seq.*

4 589. Defendants engaged in a deceptive trade practice with the intent to injure  
5 competitors and consumers through supra-competitive profits.

6 590. Defendants established, maintained, or used a monopoly, or attempted to establish  
7 a monopoly, of trade or commerce in the Certi-Label cedar shakes and shingles market, a  
8 substantial part of which occurred within Minnesota, for the purpose of controlling, fixing, or  
9 maintaining prices in the Certi-Label cedar shakes and shingles market.

10 591. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct  
12 of commerce within the State of Minnesota.

13 592. Defendants' conduct, specifically in the form of fraudulent concealment of their  
14 horizontal agreement and misrepresentation of competitors' products and business, created a  
15 fraudulent or deceptive act or practice committed by a supplier in connection with a consumer  
16 transaction.

17 593. Defendants' unlawful conduct substantially affected Minnesota's trade and  
18 commerce.

19 594. Defendants' conduct was willful.

20 595. As a direct and proximate cause of Defendants' unlawful conduct, members of the  
21 Minnesota Class have been injured in their business or property and are threatened with further  
22 injury.

23 596. By reason of the foregoing, members of the Minnesota Class are entitled to seek  
24 all forms of relief, including damages, reasonable attorney's fees and costs under Minn. Stat. §  
25 325F.68, *et seq.* and applicable case law.

**12. Violation of the Montana Unfair Trade Practices and Consumer Protection Act of 1970 (Mont. Code §§ 30-14-103, *et seq.*) on behalf of the Montana Class**

597. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

598. Defendants have engaged in unfair competition or unfair, unconscionable, or deceptive acts or practices in violation of the Montana Unfair Trade Practices and Consumer Protection Act of 1970, Mont. Code, §§ 30-14-103, *et seq.*, and §§ 30-14-201, *et. seq.*

599. Defendants' unlawful conduct had the following effects: (1) Certi-Label cedar shakes and shingles price competition was restrained, suppressed, and eliminated throughout Montana; (2) Certi-Label cedar shakes and shingles prices were raised, fixed, maintained, and stabilized at artificially high levels throughout Montana; (3) members of the Montana Class were deprived of free and open competition; and (4) members of the Montana Class paid supra-competitive, artificially inflated prices for Certi-Label cedar shakes and shingles.

600. During the Class Period, defendants' illegal conduct substantially affected Montana commerce and consumers.

601. As a direct and proximate result of defendants' unlawful conduct, members of the Montana Class have been injured and are threatened with further injury. Defendants have engaged in unfair competition or unfair or deceptive acts or practices in violation of Mont. Code, §§ 30-14-103, *et seq.*, and §§ 30-14-201, *et seq.*, and, accordingly,

602. Members of the Montana Class seek all relief available under that statute.

**13. Violation of the Nebraska Consumer Protection Act (Neb. Rev. Stat. § 59-1602) on behalf of the Nebraska Class**

603. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

604. By reason of the conduct alleged herein, Defendants have violated Neb. Rev. Stat. § 59-1602, *et seq.*

605. Defendants have entered into a contract, combination, or conspiracy between two

1 or more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar  
2 shakes and shingles market, a substantial part of which occurred within Nebraska.

3 606. Defendants established, maintained, or used a monopoly, or attempted to establish  
4 a monopoly, of trade or commerce in the Certi-Label cedar shakes and shingles market, for the  
5 purpose of excluding or limiting competition or controlling or maintaining prices, a substantial  
6 part of which occurred within Nebraska.

7 607. Defendants' conduct was conducted with the intent to deceive Nebraska  
8 consumers regarding the nature of Defendants' actions within the stream of Nebraska commerce.

9 608. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct  
10 of commerce within the State of Nebraska.

12 609. Defendants' conduct misled consumers, withheld material facts, and had a direct  
13 or indirect impact upon the ability of the members of the Nebraska Class to protect themselves.

14 610. Defendants' unlawful conduct substantially affected Nebraska's trade and  
15 commerce.

16 611. As a direct and proximate cause of Defendants' unlawful conduct, members of the  
17 Nebraska Class have been injured in their business or property and are threatened with further  
18 injury.

19 612. By reason of the foregoing, members of the Nebraska Class are entitled to seek all  
20 forms of relief available under Neb. Rev. Stat. § 59- 1614.

21 **14. Violation of the Nevada Deceptive Trade Practices Act (Nev.**  
22 **Rev. Stat § 598.0903, *et seq.*) on behalf of the Nevada Class**

23 613. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
24 allegation set forth in the preceding paragraphs of this Complaint.

25 614. By reason of the conduct alleged herein, Defendants have violated Nev. Rev. Stat.  
26 § 598.0903, *et seq.*

27 615. Defendants engaged in a deceptive trade practice with the intent to injure  
28

competitors and to substantially lessen competition.

616. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the Certi-Label cedar shakes and shingles market, a substantial part of which occurred within Nevada, for the purpose of excluding competition or controlling, fixing, or maintaining prices in the Certi-Label cedar shakes and shingles market.

617. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct of commerce within the State of Nevada.

618. Defendants' conduct amounted to a fraudulent act or practice committed by a supplier in connection with a consumer transaction.

619. Defendants' unlawful conduct substantially affected Nevada's trade and commerce.

620. Defendants' conduct was willful.

621. As a direct and proximate cause of Defendants' unlawful conduct, the members of the Nevada Class have been injured in their business or property and are threatened with further injury.

622. By reason of the foregoing, the Nevada Class is entitled to seek all forms of relief, including damages, reasonable attorney's fees and costs, and a civil penalty of up to \$5,000 per violation under Nev. Rev. Stat. § 598.0993.

**15. Violation of the New Hampshire Consumer Protection Act  
(N.H. Rev. Stat. Ann. tit. XXXI, § 358-A, *et seq.*) on behalf of  
the New Hampshire Class**

623. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

624. By reason of the conduct alleged herein, Defendants have violated N.H. Rev. Stat. Ann. tit. XXXI, § 358-A, *et seq.*

625. Defendants have entered into a contract, combination, or conspiracy between two or more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar



1 shakes and shingles market, a substantial part of which occurred within New Hampshire.

2 626. Defendants established, maintained, or used a monopoly, or attempted to establish  
3 a monopoly, of trade or commerce in the Certi-Label cedar shakes and shingles market, for the  
4 purpose of excluding or limiting competition or controlling or maintaining prices, a substantial  
5 part of which occurred within New Hampshire.

6 627. Defendants' conduct was conducted with the intent to deceive New Hampshire  
7 consumers regarding the nature of Defendants' actions within the stream of New Hampshire  
8 commerce.

9 628. Defendants' conduct was unfair or deceptive within the conduct of commerce  
10 within the State of New Hampshire.

12 629. Defendants' conduct was willful and knowing.

13 630. Defendants' conduct misled consumers, withheld material facts, and had a direct  
14 or indirect impact upon New Hampshire Class members' ability to protect themselves.

15 **16. Violation of the New Mexico Unfair Practices Act (N.M. Stat.**  
16 **Ann. §§ 57-12-3, *et seq.*) on behalf of the New Mexico Class**

17 631. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
18 allegation set forth in the preceding paragraphs of this Complaint.

19 632. By reason of the conduct alleged herein, Defendants have violated N.M. Stat.  
20 Ann. §§ 57-12-3, *et seq.*

21 633. Defendants entered into a contract, combination, or conspiracy between two or  
22 more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar  
23 shakes and shingles market, a substantial part of which occurred within New Mexico.

24 634. Defendants established, maintained, or used a monopoly, or attempted to establish  
25 a monopoly, of trade or commerce in the relevant market, a substantial part of which occurred  
26 within New Mexico, for the purpose of excluding competition or controlling, fixing, or  
27 maintaining prices in the Certi-Label cedar shakes and shingles market.

635. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct of commerce within the State of New Mexico.

636. Defendants' conduct misled consumers, withheld and misrepresented material facts, and deceptively induced New Mexico Class members to purchase cedar shakes and shingles at supra-competitive, artificially inflated prices.

637. Defendants' unlawful conduct substantially affected New Mexico's trade and commerce.

638. Defendants' conduct constituted "unconscionable trade practices" in that such conduct, inter alia, resulted in a gross disparity between the value received by the New Mexico class members and the price paid by them for Certi-Label cedar shakes and shingles as set forth in N.M. Stat. Ann. § 57-12-2E.

639. Defendants' conduct was willful.

640. As a direct and proximate cause of Defendants' unlawful conduct, t members of the New Mexico Class have been injured in their business or property and are threatened with further injury.

641. By reason of the foregoing, members of the New Mexico Class are entitled to seek all forms of relief, including actual damages or up to \$300 per violation, whichever is greater, plus reasonable attorney's fees under N.M. Stat. Ann. §§ 57-12-10.

**17. Violation of the North Carolina Unfair Trade and Business Practices Act (N.C. Gen. Stat. § 75-1.1, *et seq.*) on behalf of the North Carolina Class**

642. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

643. By reason of the conduct alleged herein, Defendants have violated N.C. Gen. Stat. § 75-1.1, *et seq.*

644. Defendants entered into a contract, combination, or conspiracy in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar shakes and shingles market, a

1 substantial part of which occurred within North Carolina.

2 645. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct  
3 of commerce within the State of North Carolina.

4 646. Defendants' trade practices are and have been immoral, unethical, unscrupulous,  
5 and substantially injurious to consumers.

6 647. Defendants' conduct misled consumers, withheld material facts, and resulted in  
7 material misrepresentations to members of the North Carolina Class.

8 648. Defendants' unlawful conduct substantially affected North Carolina's trade and  
9 commerce.

10 649. Defendants' conduct constitutes consumer-oriented deceptive acts or practices  
12 within the meaning of North Carolina law, which resulted in consumer injury and broad adverse  
13 impact on the public at large, and harmed the public interest of North Carolina consumers in an  
14 honest marketplace in which economic activity is conducted in a competitive manner.

15 650. As a direct and proximate cause of Defendants' unlawful conduct, members of the  
16 North Carolina Class have been injured in their business or property and are threatened with  
17 further injury.

18 651. By reason of the foregoing, the members of the North Carolina Class are entitled  
19 to seek all forms of relief, including treble damages under N.C. Gen. Stat. § 75-16.

20 **18. Violation of the North Dakota Unfair Trade Practices Law**  
21 **(N.D. Cent. Code § 51-10-01, *et seq.*) on behalf of the North**  
22 **Dakota Class**

23 652. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
24 allegation set forth in the preceding paragraphs of this Complaint.

25 653. By reason of the conduct alleged herein, Defendants have violated N.D. Cent.  
26 Code § 51-10-01, *et seq.*

27 654. Defendants engaged in a deceptive trade practice with the intent to injure  
28 competitors and consumers through supra-competitive profits.

1           655. Defendants established, maintained, or used a monopoly, or attempted to establish  
2 a monopoly, of trade or commerce in the Certi-Label cedar shakes and shingles market, a  
3 substantial part of which occurred within North Dakota, for the purpose of controlling, fixing, or  
4 maintaining prices in the Certi-Label cedar shakes and shingles market.

5           656. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct  
6 of commerce within the State of North Dakota.

7           657. Defendants' conduct amounted to a fraudulent or deceptive act or practice  
8 committed by a supplier in connection with a consumer transaction.

9           658. Defendants' unlawful conduct substantially affected North Dakota's trade and  
10 commerce.

12           659. Defendants' conduct was willful.

13           660. As a direct and proximate cause of Defendants' unlawful conduct, members of the  
14 North Dakota Class have been injured in their business or property and are threatened with  
15 further injury.

16           661. By reason of the foregoing, the members of the North Dakota Class are entitled to  
17 seek all forms of relief, including damages and injunctive relief under N.D. Cent. Code § 51-10-  
18 06.

19                   **19. Violation of the Oregon Unlawful Trade Practices Act (Or. Rev.**  
20                   **Stat. § 646.608, *et seq.*) on behalf of the Oregon Class**

21           662. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
22 allegation set forth in the preceding paragraphs of this Complaint.

23           663. By reason of the conduct alleged herein, Defendants have violated Or. Rev. Stat. §  
24 646.608, *et seq.*

25           664. Defendants have entered into a contract, combination, or conspiracy between two  
26 or more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar  
27 shakes and shingles market, a substantial part of which occurred within Oregon.

665. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the Certi-Label cedar shakes and shingles market, for the purpose of excluding or limiting competition or controlling or maintaining prices, a substantial part of which occurred within Oregon.

666. Defendants' conduct was conducted with the intent to deceive Oregon consumers regarding the nature of Defendants' actions within the stream of Oregon commerce.

667. Defendants' conduct was unfair or deceptive within the conduct of commerce within the State of Oregon.

668. Defendants' conduct misled consumers, withheld and misrepresented material facts, had a direct or indirect impact upon Plaintiff and members-of-the-Classes' ability to protect themselves, and deceptively induced Oregon Class members to purchase cedar shakes and shingles at supra-competitive, artificially inflated prices.

669. Defendants' unlawful conduct substantially affected Oregon's trade and commerce.

670. As a direct and proximate cause of Defendants' unlawful conduct, members of the Oregon Class have been injured in their business or property and are threatened with further injury.

671. By reason of the foregoing, the members of the Oregon Class are entitled to seek all forms of relief available under Or. Rev. Stat. § 646.638.

672. Pursuant to section 646.638 of the Oregon Unlawful Trade Practices Act, with the filing of this action, a copy of this Complaint is being served upon the Attorney General of Oregon.

**20. Violation of the Rhode Island Deceptive Trade Practices Act (R.I. Gen. Laws § 6-13.1-1, *et seq.*) on behalf of the Rhode Island Class**

673. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

1           674. By reason of the conduct alleged herein, Defendants have violated R.I. Gen Laws  
2 § 6-13.1-1, *et seq.*

3           675. Defendants engaged in an unfair or deceptive act or practice with the intent to  
4 injure competitors and consumers through supra-competitive profits.

5           676. Defendants established, maintained, or used a monopoly, or attempted to establish  
6 a monopoly, of trade or commerce in the Certi-Label cedar shakes and shingles market, a  
7 substantial part of which occurred within Rhode Island, for the purpose of controlling, fixing, or  
8 maintaining prices in the Certi-Label cedar shakes and shingles market.

9           677. Defendants' conduct was unfair or deceptive within the conduct of commerce  
10 within the State of Rhode Island.

12           678. Defendants' conduct amounted to an unfair or deceptive act or practice committed  
13 by a supplier in connection with a consumer transaction.

14           679. Defendants' unlawful conduct substantially affected Rhode Island's trade and  
15 commerce.

16           680. Defendants' conduct was willful.

17           681. Defendants deliberately failed to disclose material facts to members of the Rhode  
18 Island Class concerning Defendants' unlawful activities, including the horizontal conspiracy and  
19 artificially-inflated prices for Certi-Label cedar shakes and shingles.

20           682. Defendants' deception, including its affirmative misrepresentations and/or  
21 omissions concerning the price of Certi-Label cedar shakes and shingles, constitutes information  
22 necessary to Plaintiff and members of the Rhode Island Class relating to the cost of Certi-Label  
23 cedar shakes and shingles purchased.

24           683. Members of the Rhode Island class purchased goods, namely Certi-Label cedar  
25 shakes and shingles, primarily for personal, family, or household purposes.

26           684. As a direct and proximate cause of Defendants' unlawful conduct, the members of  
27 the Rhode Island Class have been injured in their business or property and are threatened with  
28

1 further injury.

2 685. By reason of the foregoing, the members of the Rhode Island Class are entitled to  
3 seek all forms of relief, including actual damages or \$200 per violation, whichever is greater, and  
4 injunctive relief and punitive damages under R.I. Gen Laws § 6-13.1-5.2.

5 **21. Violation of South Carolina's Unfair Trade Practices Act (S.C.**  
6 **Code Ann. §§ 39-5-10) on behalf of the South Carolina Class**

7 686. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
8 allegation set forth in the preceding paragraphs of this Complaint.

9 687. By reason of the conduct alleged herein, Defendants have violated S.C. Code  
10 Ann. §§ 39-5-10.

12 688. Defendants have entered into a contract, combination, or conspiracy between two  
13 or more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar  
14 shakes and shingles market, a substantial part of which occurred within South Carolina.

15 689. Defendants established, maintained, or used a monopoly, or attempted to establish  
16 a monopoly, of trade or commerce in the Certi-Label cedar shakes and shingles market, for the  
17 purpose of excluding or limiting competition or controlling or maintaining prices, a substantial  
18 part of which occurred within South Carolina.

19 690. Defendants' conduct was conducted with the intent to deceive South Carolina  
20 consumers regarding the nature of Defendants' actions within the stream of South Carolina  
21 commerce.

22 691. Defendants' conduct was unfair or deceptive within the conduct of commerce  
23 within the State of South Carolina.

24 692. Defendants' conduct misled consumers, withheld material facts, and had a direct  
25 or indirect impact upon members-of-the-Classes' ability to protect themselves.

26 693. Defendants' unlawful conduct substantially affected South Carolina trade and  
27 commerce.



694. Defendants' unlawful conduct substantially harmed the public interest of the State of South Carolina, as numerous citizens purchase Certi-Label cedar shakes and shingles for their businesses.

**22. Violation of South Dakota Deceptive Trade Practices and Consumer Protection Law (S.D. Codified Laws § 37-24-6) on behalf of the South Dakota Class**

695. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

696. By reason of the conduct alleged herein, Defendants have violated S.D. Codified Laws § 37-24-6.

697. Defendants engaged in a deceptive trade practice with the intent to injure competitors and consumers through supra-competitive profits.

698. Defendants established, maintained, or used a monopoly, or attempted to establish a monopoly, of trade or commerce in the Certi-Label cedar shakes and shingles market, a substantial part of which occurred within South Dakota, for the purpose of controlling, fixing, or maintaining prices in the Certi-Label cedar shakes and shingles market.

699. Defendants' knowingly engaged in unfair, unconscionable, or deceptive trade practices within the conduct of commerce within the State of South Dakota.

700. Defendants' conduct amounted to a fraudulent or deceptive act or practice committed by a supplier in connection with a consumer transaction.

701. Defendants' unlawful conduct, specifically their fraudulent concealment and misrepresentation of material facts, deceptively induced South Dakota consumers to purchase cedar shakes and shingles at supra-competitive, artificially inflated prices and substantially affected South Dakota's trade and commerce.

702. Defendants' conduct was willful.

703. As a direct and proximate cause of Defendants' unlawful conduct, the members of the South Dakota Class have been injured in their business or property and are threatened with

1 further injury.

2 704. By reason of the foregoing, the members of the South Dakota Class are entitled to  
3 seek all forms of relief, including actual damages and injunctive relief under S.D. Codified Laws  
4 § 37-24-31.

5 **23. Violation of the Utah Consumer Sales Practices Act (Utah Code**  
6 **Ann. §§ 13-11-1, *et seq.*) on behalf of the Utah Class**

7 705. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
8 allegation set forth in the preceding paragraphs of this Complaint.

9 706. By reason of the conduct alleged herein, Defendants have violated Utah Code  
10 Ann. §§ 13-11-1, *et seq.*

12 707. Defendants entered into a contract, combination, or conspiracy between two or  
13 more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar  
14 shakes and shingles market, a substantial part of which occurred within Utah.

15 708. Defendants are suppliers within the meaning of Utah Code Ann. §§ 13-11-3.

16 709. Defendants established, maintained, or used a monopoly, or attempted to establish  
17 a monopoly, of trade or commerce in the relevant market, a substantial part of which occurred  
18 within Utah, for the purpose of excluding competition or controlling, fixing, or maintaining  
19 prices in the Certi-Label cedar shakes and shingles market.

20 710. Defendants' conduct was unfair, unconscionable, or deceptive within the conduct  
21 of commerce within the State of Utah.

22 711. Defendants' conduct and/or practices were unconscionable and were undertaken  
23 in connection with consumer transactions.

24 712. Defendants knew or had reason to know that their conduct was unconscionable.

25 713. Defendants' conduct misled consumers, withheld material facts, and resulted in  
26 material misrepresentations to members of the Utah Class.

27 714. Defendants' unlawful conduct substantially affected Utah's trade and commerce.

1           715. As a direct and proximate cause of Defendants' unlawful conduct, the members of  
2 the Utah Class have been injured in their business or property and are threatened with further  
3 injury.

4           716. By reason of the foregoing, the members of the Utah Class are entitled to seek all  
5 forms of relief, including declaratory judgment, injunctive relief, and ancillary relief, pursuant to  
6 Utah Code Ann. §§ 13-11-19(5) and 13-11-20.

7                   **24. Violation of the Utah Unfair Practices Act (Utah Code Ann. §§**  
8                   **13-5-1, *et seq.*) on behalf of the Utah Class**

9           717. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every  
10 allegation set forth in the preceding paragraphs of this Complaint.

12           718. By reason of the conduct alleged herein, Defendants have violated Utah Code  
13 Ann. §§ 13-5-1, *et seq.*

14           719. Defendants entered into a contract, combination, or conspiracy between two or  
15 more persons in restraint of, or to monopolize, trade or commerce in the Certi-Label cedar  
16 shakes and shingles market, a substantial part of which occurred within Utah.

17           720. Defendants established, maintained, or used a monopoly, or attempted to establish  
18 a monopoly, of trade or commerce in the relevant market, a substantial part of which occurred  
19 within Utah, for the purpose of excluding competition or controlling, fixing, or maintaining  
20 prices in the Certi-Label cedar shakes and shingles market.

21           721. Defendants' conduct caused or was intended to cause unfair methods of  
22 competition within the State of Utah.

23           722. Defendants' unlawful conduct substantially affected Utah's trade and commerce.

24           723. As a direct and proximate cause of Defendants' unlawful conduct, the members of  
25 the Utah Class have been injured in their business or property and are threatened with further  
26 injury.

27           724. By reason of the foregoing, the members of the Utah Class are entitled to seek all  
28

forms of relief, including actual damages or \$2000 per Utah Class member, whichever is greater, plus reasonable attorney's fees under Utah Code Ann. §§ 13-5-14, *et seq.*

**25. Violation of Vermont Stat. Ann. 9 § 2453, *et seq.* on behalf of the Vermont Class**

725. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

726. Defendants have entered into an unlawful agreement in restraint of trade in violation of Vermont Stat. Ann. 9 § 2453, *et seq.*

727. Defendants' combination or conspiracy had the following effects: (1) Certi-Label cedar shakes and shingles price competition was restrained, suppressed, and eliminated throughout Vermont; (2) Certi-Label cedar shakes and shingles prices were raised, fixed, maintained and stabilized at artificially high levels throughout Vermont; (3) members of the Vermont Class were deprived of free and open competition; and (4) members of the Vermont Class paid supracompetitive, artificially inflated prices for Certi-Label cedar shakes and shingles.

728. During the Class Period, Defendants' illegal conduct had a substantial effect on Vermont commerce.

729. As a direct and proximate result of Defendants' unlawful conduct, members of the Vermont Class have been injured in their business and property and are threatened with further injury.

730. By reason of the foregoing, Defendants have entered into an agreement in restraint of trade in violation of Vermont Stat. Ann. 9 § 2453, *et seq.* Accordingly, members of the Vermont Class seek all relief available under Vermont Stat. Ann. 9 § 2453, *et seq.*

**26. Violation of the Virginia Consumer Protection Act of 1997 Va. Code § 59.1-196, *et seq.* on behalf of the Virginia Class**

731. Plaintiffs incorporate and reallege, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

732. Defendants have entered into an unlawful agreement in restraint of trade in

1 violation of Virginia Consumer Protection Act of 1977, Va. Code § 59.1-196, *et seq.*

2 733. Defendants have engaged in unfair competition or unfair, unconscionable, or  
3 deceptive acts or practices in violation of the Virginia Consumer Protection Act of 1977, Va.  
4 Code § 59.1-196, *et seq.*

5 734. Members of the Virginia Class purchased and/or reimbursed for Certi-Label cedar  
6 shakes and shingles to be used for personal, family, or household purposes.

7 735. Defendants agreed to, and did in fact, act in restraint of trade or commerce in a  
8 market that includes Virginia, by affecting, fixing, controlling, and/or maintaining, at artificial  
9 and non-competitive levels, the prices at which Certi-Label cedar shakes and shingles were sold,  
10 distributed, or obtained in Virginia.

12 736. Defendants deliberately failed to disclose material facts to members of the  
13 Virginia Class concerning Defendants' unlawful activities and artificially inflated prices for  
14 Certi-Label cedar shakes and shingles. Defendants misrepresented to all purchasers during the  
15 Class Period that Defendants' Certi-Label cedar shakes and shingles prices were competitive and  
16 fair, and deceptively induced Virginia Class members to purchase cedar shakes and shingles at  
17 supra-competitive, artificially inflated prices.

18 737. Defendants' unlawful conduct had the following effects: (1) Certi-Label cedar  
19 shakes and shingles price competition was restrained, suppressed, and eliminated throughout  
20 Virginia; (2) Certi-Label cedar shakes and shingles prices were raised, fixed, maintained, and  
21 stabilized at artificially high levels throughout Virginia; (3) members of the Virginia Class were  
22 deprived of free and open competition; and (4) members of the Virginia Class paid supra-  
23 competitive, artificially inflated prices for Certi-Label cedar shakes and shingles.

24 738. Defendants' illegal conduct substantially affected Virginia commerce and  
25 consumers.

26 739. As a direct and proximate result of Defendants' violations of law, Plaintiff and  
27 members of the Virginia Class suffered an ascertainable loss of money or property as a result of  
28

1 Defendants' use or employment of unconscionable and deceptive commercial practices as set  
2 forth above.

3 740. That loss was caused by Defendants' willful and deceptive conduct, as described  
4 herein. Defendants' deception, including their affirmative misrepresentations and omissions  
5 concerning the price of cedar shakes and shingles, likely misled all purchasers acting reasonably  
6 under the circumstances to believe that they were purchasing cedar shakes and shingles at prices  
7 set by a free and fair market.

8 741. Defendants' affirmative misrepresentations and omissions constitute information  
9 important to members of the Virginia Class as they related to the cost of Certi-Label cedar shakes  
10 and shingles they purchased.

12 742. Defendants have engaged in unfair competition or unfair or deceptive acts or  
13 practices in violation of Va. Code § 59.1-196, *et seq.*, and, accordingly, members of the Virginia  
14 Class seek all relief available under that statute.

15 **D. Unjust Enrichment**

16 743. Plaintiffs incorporate by reference the allegations in the preceding paragraphs.

17 744. As a result of their unlawful conduct described above, Defendants have and will  
18 continued to be unjustly enriched by the receipt of unlawfully inflated prices and unlawful profits  
19 of Certi-Label cedar shakes and shingles.

20 745. Under common law principles of unjust enrichment, Defendants should not be  
21 permitted to retain the benefits conferred on them by overpayments by Plaintiffs and members of  
22 the Classes in the following states: Arizona, California, Delaware, District of Columbia, Florida,  
23 Georgia, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota,  
24 Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, North  
25 Carolina, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, West Virginia,  
26 and Wisconsin.

**XI. REQUEST FOR RELIEF**

746. WHEREFORE, Plaintiffs, on behalf of themselves and the Classes of all others so similarly situated, respectfully requests judgment against Defendants as follows:

- a. The Court determine that this action may be maintained as a class action under Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil Procedure, appoint Plaintiffs as Class Representatives and their counsel of record as Class Counsel, and direct that notice of this action, as provided by Rule 23(c) of the Federal Rules of Civil Procedure, be given to the Classes, once certified;
- b. The unlawful conduct, conspiracy or combination alleged herein be adjudged and decreed in violation of Section 1 of the Sherman Act and listed state antitrust laws, unfair competition laws, state consumer protection laws, and common law;
- c. Plaintiffs and the Classes recover damages, to the maximum extent allowed under the listed state antitrust laws, unfair competition laws, state consumer protection laws, and common law;
- d. Defendants, their affiliates, successors, transferees, assignees and other officers, directors, partners, agents and employees thereof, and all other persons acting or claiming to act on their behalf or in concert with them, be permanently enjoined and restrained from in any manner continuing, maintaining or renewing the conduct, conspiracy, or combination alleged herein, or from entering into any other conspiracy or combination having a similar purpose or effect, and from adopting or following any practice, plan, program, or device having a similar purpose or effect;
- e. Plaintiffs and the members of the Classes be awarded pre- and post-judgment interest as provided by law, and that such interest be awarded at the highest legal rate from and after the date of service of this Complaint;
- f. Plaintiffs and the members of the Classes recover their costs of suit, including



reasonable attorney's fees, as provided by law; and

g. Plaintiffs and the members of the Classes have such other and further relief as the case may require and the Court may deem just and proper.

## **XII. JURY TRIAL DEMANDED**

Plaintiffs demands a trial by jury, pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, of all issues so triable.

Dated: August 27, 2019

Greg J. Hollon  
MCNAUL EBEL NAWROT  
& HELGREN PLLC  
One Union Square  
600 University Street, Suite 2700  
Seattle, Washington 98101  
Tel: (206) 467-1816  
ghollon@mcnaul.com

### ***Liaison Counsel for the Proposed Reseller Indirect Purchaser Plaintiff Classes***

Christopher J. Cormier (admitted PHV)  
BURNS CHAREST LLP  
5290 Denver Tech Center Pkwy., Suite 150  
Greenwood Village, Colorado 80111  
Tel: (720) 630-2092  
ccormier@burnscharest.com

Lydia Wright  
BURNS CHAREST LLP  
65 Canal Street, Suite 1170  
New Orleans, Louisiana 70130  
Tel: (504) 799-2845  
lwright@burnscharest.com

Warren T. Burns (admitted PHV)  
Will Thompson (admitted PHV)  
Spencer Cox (admitted PHV)  
BURNS CHAREST LLP  
900 Jackson Street, Suite 500  
Dallas, Texas 75201  
Tel: (469) 904-4550  
wburns@burnscharest.com  
wthompson@burnscharest.com  
scox@burnscharest.com

/s/ Keil M. Mueller

Keith S. Dubanevich (admitted PHV)  
Keil M. Mueller (admitted PHV)  
STOLL STOLL BERNE LOKTING &  
SHLACHTER P.C.  
209 SW Oak Street, Suite 500  
Portland, Oregon 97204  
Tel: (503) 227-1600  
kdubanevich@stollberne.com  
kmueller@stollberne.com

***Interim Co-Lead Counsel for the Proposed  
Reseller Indirect Purchaser Plaintiff Classes***

George Farah (admitted PHV)  
HANDLEY FARAH ANDERSON  
81 Prospect Street  
Brooklyn, NY 11201  
Tel: (212) 477-8090  
gfarah@hfajustice.com

***Additional Counsel for Proposed Reseller  
Indirect Purchaser Plaintiff Classes***